



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

November 25, 2019
6:00 p.m.

*** REVISED * PRELIMINARY AGENDA**

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Finance Committee
 - b. Parks & Recreation Committee
 - c. Planning Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of November 18, 2019 and November 19, 2019
 - b. Approval of Claims in the amount of: \$345,580.13
 - c. Contract Award: 2020-2022 Cartegraph Solutions and Subscription Agreement
#20-005-ENG-001
 - d. Contract Award: WWTP Restroom Upgrade #14-002-SEW-004
 - e. Contract Award: Fidalgo Avenue Culvert Repair - Design #19-191-STM-001
6. **Public Hearings**
7. **Other Business**
 - a. * Ordinance 3052: Updating AMC Chapter 12.50, Street and Alley Vacation (Discussion)
 - b. * Resolution 2067: Updating Purchasing Policy (Action)
 - c. Contract Award: Municipal Broadband Network – Library to MSTs #19-175-FBR-002 (Action)
 - d. Letter of Intent from Fidalgo Pool & Fitness Center (Discussion)
8. **Adjournment**

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

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



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning December 2, 2019

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

December 2, 2019

- Contract Award: Guemes Channel Trail Wall Replacement Design #19-146-PRK-002 (Consent)
- Contract Modification: Second Amendment to the Residential Recyclables and Residential Organics Collection Agreement with Waste Management of Washington, Inc. #15-102-SAN-001 (Consent)
- Public Hearing: Interim Ordinance 3054 Declaring an Emergency and Adopting a Moratorium on the Acceptance of Certain Land Use Applications in the R4 Zone (Discussion/Possible Action)
- Memorandum of Understanding: Fidalgo Island Water System (Discussion/Possible Action)
- Resolution 2062: Updating Unified Fee Schedule for Updated Sewer Rates and Ordinance 3059: Updating AMC Title 13, Public Services (Discussion)

December 9, 2019

- Recreation Program Update (Discussion)
- Update on Commercial Avenue Complete Streets Project Phase I - 11th Street to 13th Street (Discussion)
- Resolution 2066: 2020 Lodging Tax Advisory Committee Recommendations (Discussion/Possible Action)
- Resolution 2062: Updating Unified Fee Schedule for Updated Sewer Rates and Ordinance 3059: Updating AMC Title 13, Public Services (Action)

December 16, 2019

- Contract Award: Base Fiber Project #19-169-ENG-001 (Action)
- Contract Award: Ship Harbor and SR20 Spur Intersection Improvements Project #16-025-TRN-003 (Action)
- Parks and Recreation Comprehensive Plan (Discussion/Possible Action)

December 23, 2019

- Contract Award: Anacortes Municipal Broadband Installation – CBD, Old Town Pilot, M Avenue Pilot #19-181-FBR-001 (Action)

January 6, 2020

January 13, 2020

January 21, 2020

January 27, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Finance, Wednesday, Nov 27, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Dec 2, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Dec 3, 2019, 10:00 AM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Dec 3, 2019, 8:30 AM, Third Floor Conference Room, City Hall
- Planning, Monday, Dec 9, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Dec 11, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Dec 16, 2019, 5:00 PM, Main Conference Room, City Hall

Municipal Building Council Chambers
904 Sixth Street

November 25, 2019
6:00 p.m.

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Name

Topic

JOE VERDOES

PON Acquisition

Continue on back of sheet as needed

City Council Minutes – November 18, 2019

Mayor Pro Tem Matt Miller called to order the Anacortes City Council meeting of November 18, 2019 at 6:00 p.m. Councilmembers Eric Johnson, Anthony Young, Ryan Walters, Brad Adams, Carolyn Moulton and Matt Miller were present. Councilmember Bruce McDougall participated in the meeting via telephone.

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mr. Miller announced that he would chair the meeting in place of Mayor Gere who was ill.

Mr. Miller welcomed Boy Scout Troop 4081 to the meeting.

Skagit County Law & Justice Council: Mr. Miller reported from the meeting the prior Wednesday at which the members discussed a million dollar grant for the Justice Center to reduce recidivism.

Public Works Committee: Mr. Walters advised that the committee meeting scheduled for earlier in the evening had been cancelled.

Public Comment

Mike Pearl, 1617 O Avenue, spoke regarding the 25-unit apartment building proposed for 18th Street and O Avenue. He quoted portions of the 2016 Comprehensive Plan, Policies LU-2.1(B) and (C) and Goal LU-6. Mr. Pearl said the proposed project met none of those goals.

Consent Agenda

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

- a. Minutes of November 12, 2019
- b. Approval of Claims in the amount of: \$363,883.76

The following vouchers/checks were approved for payment:
EFT numbers: 95296 through 95345, total \$255,395.17
Check numbers: 95346 through 95374, total \$106,092.60
Wire transfer numbers: 258886 through 259229, total \$1,624.22

OTHER BUSINESS

Waste Management Recycling Update

Public Works Director Fred Buckenmeyer introduced Michelle Metzler, Waste Management Public Sector Manager, for a follow up presentation from her December 3, 2018 and August 5, 2019 presentations. Mr. Buckenmeyer advised that Waste Management was seeking a rate increase and a contract revision to change the types of material that would be collected.

Ms. Metzler reviewed her slide presentation from the packet materials which summarized the state of recycling markets worldwide and the effects on the recycling industry, which include higher costs to prepare materials for market, lower market prices for collected materials, and tighter contamination standards. Ms. Metzler reiterated Waste Management's request for an extraordinary rate increase, a change she said had already been approved by

the WUTC and by a number of neighboring jurisdictions. Ms. Metzler also requested a contract modification to change the list of what would be accepted in the comingled curbside bins.

Ms. Metzler responded to councilmember questions about Waste Management's apparent strong financial position, the impact of the proposed reduction in the list of collected materials on the city's solid waste tipping fees, and customer education regarding any changes to the contract.

Mr. Walters moved, seconded by Mr. Johnson, to direct staff to prepare a contract amendment consistent with the Second Amendment proposed by Waste Management in the packet materials for the meeting, modified to remove the final sentence of Attachment C on page 3.

Mr. Miller invited members of the audience to comment on this agenda item.

Douglas Thurber observed that his two-person household filled a small trash tote each week and occasionally put food-soiled items in the recycling bin because the trash was full. Mr. Thurber suggested that the city offer larger trash totes at no additional cost to customers to help avoid contamination in the recycling bins.

No one else present wished to address Council on this topic.

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

Mr. Walters moved, seconded by Mr. Young, to postpone indefinitely consideration of Waste Management's proposed Third Amendment increasing the contract rates. Vote: Ayes – Walters, Miller, Adams, Moulton, McDougall, Johnson and Young. Motion carried.

Solid Waste Collection Schedule Review

Mr. Buckenmeyer recalled Council's request that staff investigate the merits of switching from weekly to every other week (EOW) solid waste collection. He reported that FCS Group had been retained to perform that analysis. Mr. Buckenmeyer introduced Matt Hobson, Project Manager from FCS Group. Mr. Hobson presented the analysis, referring to his slide presentation that had been included in the packet materials for the meeting. The analysis considered both potential cost savings and potential service level impacts. Mr. Hobson responded to councilmember questions about the City of Seattle pilot study used in the analysis, projections for increased solid waste volume in the future, and whether the analysis would return different results at a higher volume. Michelle Metzler of Waste Management responded to councilmember questions regarding potential impact on organics collection rates if that service were to be made mandatory. Sanitation Supervisor Matt Koegel estimated that since implementing automation, the current sanitation staffing and equipment level could likely continue to meet service demand for another 4-5 years. Councilmembers generally concurred with the staff recommendation not to pursue EOW service at this time.

Resolution 2062: Updating Unified Fee Schedule for Updated Sewer Rates

Finance Director Steve Hoggund introduced Senior Accountant Philip Steffen to present this item, referencing the slide presentation that had been included in the packet materials for the meeting. Mr. Steffen recapped the history of prior discussion of this topic and the recommendation that sewer rates should be increased for commercial accounts and decreased for residential customers to shift the rate burden to be more equitable. He noted that his slide presentation had been updated from the version included in the packet materials. Mr. Steffen recommended adoption of Resolution 2062.

Mr. Walters observed that Resolution 2062 did not address removing the tiers from the winter averaging calculations, a change that had also been recommended by FCS Group. Mr. Walters said he supported the rate revision but urged adopting Resolution 2062 in conjunction with an ordinance amending AMC Title 13 to remove conflicting code regarding winter averaging and definitions. Councilmembers generally concurred. Mr.

Steffen said staff would prepare the code change, which was already underway, and bring Resolution 2062 and an accompanying ordinance back to Council for consideration and action in the near future.

Resolution 2065: Updating Unified Fee Schedule for Updated General Facilities Charges (GFCs) for Water and Sewer

Mr. Steffen recapped the history of Council's consideration of this topic, referencing the slide presentation that had been included in the packet materials for the meeting. He noted that his slide presentation had been updated from the version included in the packet materials. Mr. McDougall inquired whether GFCs could be based on square footage of building footprint rather than on ERU. Mr. Steffen indicated he would investigate constraints in the statutes and report back. His presentation concluded with a slide outlining a one-time and a 3-year phased implementation of the recommended new GFCs, which would be significantly higher than present for water and slightly lower than present for sewer. Mr. Steffen recommended adopting Resolution 2065 as presented with a one-time adjustment effective January 1, 2020. Mr. Walters noted that the current UFS included separate lines for single family and duplex residences. Mr. Steffen advised that the revised UFS would reflect sewer GFC calculation strictly by ERU.

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

Councilmembers discussed one-time vs. phased implementation at some length. **Mr. Young moved, seconded by Mr. Johnson, to adopt Resolution 2065 to adjust the water and sewer GFC's as presented.** Mr. Walters asked that AMC 13.08.020 be revised to be consistent with Resolution 2065 as soon as possible. **Vote: Ayes – Adams, Moulton, Johnson and Young. Nays – McDougall, Walters and Miller. Motion carried.**

There being no further business, at approximately 8:06 p.m. the Anacortes City Council meeting of November 18, 2019 was adjourned.

City Council Minutes – November 19, 2019

At 6:00 p.m. Mayor Laurie Gere called to order an advertised Special Joint Meeting of the Anacortes City Council and the Fidalgo Pool & Fitness Center Board of Commissioners. The assembly joined in the Pledge of Allegiance.

Councilmembers Eric Johnson, Carolyn Moulton, Brad Adams, Ryan Walters and Matt Miller were present. Councilmembers Anthony Young and Bruce McDougall were absent.

Pool Commissioners Jeremy McNett, David Way, Ken Hansen, Christine Mathes and Andrew Olson were present.

The elected officials were joined by Anacortes Parks & Recreation Director Jonn Lunsford, Pool Executive Director Mitch Everton, Anacortes Planning Director Don Measamer, and Marc Estvold.

Mayor Gere said the purpose of the meeting was to conduct a joint discussion of a path forward to create a community campus to serve residents aged 0 to 100 with a pool, a teen center, the Boys and Girls Club, a regulation sized gymnasium and the existing senior center.

The commissioners presented the Board's goals for a new pool facility. Mr. Lunsford presented the city's goals for a community center. Mr. Estvold suggested forming a subcommittee including Board and Council representation, with possible involvement by the Anacortes School District and other stakeholders, to explore potential collaboration. Councilmembers, Commissioners and staff shared their thoughts on the shared goals, work done to date by each body, and possible paths forward. Several members of the public shared their comments as well.

Councilmember Anthony Young joined the meeting at 7:03 p.m.

There being no further business, at approximately 7:06 p.m. the Anacortes City Council special meeting of November 19, 2019 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the November 25, 2019 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
259475	9/17/2019	8498 30 017 0543538	COMCAST	DEPOT 611 R AVENUE - 9/22-10/21/19	\$ 186.15	parks1
259467	10/11/2019	ReimbTrim	TRIM, SAMANTHA	TRAVEL EXPENSE FOR TRAINING ON 10/11/19	\$ 6.40	court
258984	10/18/2019	041895	USA BLUE BOOK	LAB SUPPLIES - BUFFER, GLOVES, SWIFTEST	\$ 2,585.00	dwtpt
259373	10/20/2019	3644	NW CLEANERS	2019-2020 JANITORIAL SERVICES - OCTOBER 2019	\$ 4,539.00	pw1
258974	10/22/2019	18472	SEASIDE AUTO BODY	REPAIRS- VEH #175	\$ 2,306.34	dshop
258976	10/24/2019	28253	WESTERN SYSTEMS REFUSE &	REBUILD BOX- #551	\$ 7,316.97	dshop
258985	10/29/2019	11700880	HACH COMPANY	CHLORINE REAGENT SETS X 39, TURB STANDARD X 4	\$ 3,271.83	dwtpt
258546	10/29/2019	331 0487712	UNIFIRST CORPORATION	WATER DEPT LAUNDRY	\$ 68.24	wdistcc
259370	10/30/2019	805972	FRONTIER BUILDING SUPPLY	DOUGLAS FIR-SCOREBOOTH AT MDD	\$ 24.07	parks1
259322	10/31/2019	1991481955	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 63.79	finance
259491	10/31/2019	324	BOYS & GIRLS CLUBS	OCTOBER - LUNCH PROGRAM SERVICE PROVISION	\$ 500.00	finance
259376	10/31/2019	SIN006282	CARTEGRAPH SYSTEMS LLC	SALES TAX FOR INVOICE SIN006282	\$ 489.38	pw1
259481	10/31/2019	161599	INFOSEND, INC.	OCTOBER 2019 PROCESSING	\$ 3,391.23	finance
259228	10/31/2019	0173	SKAGIT COUNTY SOLID WASTE FUND	OCTOBER TONNAGE HAULED	\$ 91,860.47	dshop
259464	10/31/2019	INV00558756	SMARSH, INC	ARCHIVING PLATFORM 10/1/19-6/30/2020	\$ 175.18	infosys
258968	11/1/2019	052-0010-00	CITY OF ANACORTES	OPS W/S/G 10/1/19 - 10/31/19	\$ 1,290.93	dshop
258992	11/1/2019	190-1840-00	CITY OF ANACORTES	WWTP WSG UTILITY 10/1-10/31/19	\$ 4,759.31	dwwtp
259314	11/1/2019	360-293-0045-0223175	FRONTIER COMMUNICATIONS	STA 1 BACK-UP PHONES: 11/1-11/30/19	\$ 156.25	medic
258387	11/1/2019	SLT- 321312	LTI, INC.	ROAD SALT- STREET DEPT	\$ 4,584.07	dshop
259251	11/1/2019	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 08/31-10/01/2019	\$ 16,943.17	dshop
259482	11/1/2019	1391068-0043-8	WASTE MANAGEMENT	OCTOBER 2019 CONTRACTED SERVICES	\$ 111,924.69	finance
259252	11/5/2019	0559856-IN	NATIONAL SAFETY, INC	COA EMBLEMS	\$ 71.04	wdist
259379	11/6/2019	3353111	DAILY JOURNAL OF COMMERCE	LEGAL NOTICE FOR SHIP HARBOR & SR20 PROJECT 16-025-TRN-003	\$ 105.60	pw1
259403	11/6/2019	11711943	HACH COMPANY	CL17 REPAIR PARTS	\$ 273.35	dwtpt
259306	11/6/2019	AFD 19	ISLAND HOSPITAL	SEPTEMBER/OCTOBER AMBULANCE SUPPLIES	\$ 1,362.29	medic
259320	11/6/2019	316229	LEFEBER TURF FARM, LLC	ALLAN BLOCKS FOR SKATE PARK	\$ 1,012.94	parks1
259238	11/6/2019	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 10/5-11/5/2019	\$ 32.95	finance
259239	11/6/2019	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION 10/5-11/5/2019	\$ 79.99	finance

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
259253	11/6/2019	191568	T-SHIRTS BY DESIGN	EXTRA TSHIRTS FOR GIRLS YTH BBALL	\$ 71.74	pkrec
259231	11/7/2019	SoccerCollins	COLLINS, ROBERT	SKAGIT YOUTH SOCCER REFEREE ASSIGNOR	\$ 105.40	pkrec
259374	11/7/2019	696	POHLI, INC	2019 WTP LAB EQUIPMENT PREVENTATIVE MAINTENANCE - OCT 2019	\$ 508.59	dwtpt
259237	11/7/2019	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 10/8-11/6/2019	\$ 21.70	finance
259240	11/7/2019	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGES, 10/8-11/6/19	\$ 72.49	wdist
259232	11/8/2019	1916	ECCOS DESIGN, LLC	CEMETERY CAD BASEMAP - TREE DRAWING	\$ 522.50	parks1
259312	11/8/2019	68723659	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 35.85	medic
259313	11/8/2019	68662638	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 330.35	medic
259249	11/9/2019	107428	LAKESIDE INDUSTRIES, INC.	ROCK SALES-RAY AULD	\$ 504.53	parks1
259319	11/9/2019	107907	LAKESIDE INDUSTRIES, INC.	ROCK - SKATE PARK IMPROVEMENTS	\$ 54.25	parks1
259235	11/10/2019	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. 11/19-12/18/2019	\$ 233.02	finance
259236	11/10/2019	8498 30 017 0490698	COMCAST	CITY HALL INTERNET CONNECTION 11/20-12/19/2019	\$ 186.15	finance
259473	11/10/2019	212719	SKAGIT PUBLISHING LLC	POSITION AD, LATERAL POLICE OFFICER	\$ 681.53	hr
259248	11/11/2019	8498 30 017 0464628	COMCAST	WA PARK INTERNET 11/21-12/20/2019	\$ 106.15	finance
259254	11/11/2019	INV2050866	COPIERS NORTHWEST	CANON/IRC5560I FINANCE/OPS/WWTP 10/8 - 11/7/2019	\$ 505.81	finance
259315	11/11/2019	955565	LIFE ASSIST, INC	CASE OF SHARP'S CONTAINERS	\$ 125.87	medic
259227	11/11/2019	001-450910	PISTON SERVICE OF ANACORTES	STEERING WHEEL COVER- VEH #004	\$ 27.15	dshop
259316	11/11/2019	191609	T-SHIRTS BY DESIGN	5 DUFFEL/WILDLAND BAGS	\$ 402.19	medic
259302	11/12/2019	0828248	FERGUSON ENTERPRISES, INC	HANDHELD BATTERY- WATER DEPT	\$ 203.88	wdist
259474	11/12/2019	1108809124	FERRELLGAS, LP	6410 SUNSET AVE-PROPANE WASH. PARK	\$ 202.43	parks1
259375	11/12/2019	1200229659	HDR ENGINEERING, INC	SANITARY SEWER STORAGE STUDY - 9/29/19-10/26/19	\$ 15,757.90	pw1
259470	11/12/2019	68923302	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 557.88	medic
259398	11/12/2019	001-450946	PISTON SERVICE OF ANACORTES	TAIL LIGHT LAMP- VEH #173	\$ 14.68	dshop
259372	11/12/2019	102955344	RICOH USA, INC	S/N C32029555 CITY HALL COPIER 3RD 11/1-11/30/19	\$ 378.00	finance
259396	11/13/2019	3933	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A08354	\$ 163.05	apd
259304	11/13/2019	4792143	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 356.24	medic
259305	11/13/2019	4792149	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 22.76	medic
259317	11/13/2019	978 800 000 1	CASCADE NATURAL GAS CORP.	STA 3: 10/15 -11/12	\$ 66.98	medic
259247	11/13/2019	2-553331-29	DIAMOND RENTALS, INC.	PORTABLE RESTROOMS-GARDEN/CEMETERY/THOMPSON TRAIL	\$ 449.00	parks1
259399	11/13/2019	19-43467	EDGE ANALYTICAL, INC	TCR ANALYSIS BOOSTERS	\$ 165.00	dwtpt
259401	11/13/2019	19-43472	EDGE ANALYTICAL, INC	BACT ANALYSIS FINISHED	\$ 15.00	dwtpt
258437	11/13/2019	0825850	FERGUSON ENTERPRISES, INC	WATER INVENTORY RESTOCK	\$ 3,612.71	wdist

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
259301	11/13/2019	545810	FRONTIER BUILDING SUPPLY	PLYWOOD FOR DOOR LOCK PROP	\$ 24.07	medic
259250	11/13/2019	001-451118	PISTON SERVICE OF ANACORTES	WINDSHIELD WIPERS- VEH #004	\$ 23.81	dshop
259256	11/13/2019	001-451143	PISTON SERVICE OF ANACORTES	AXLE SHAFT- VEH #023	\$ 165.96	dshop
259257	11/13/2019	001-451157	PISTON SERVICE OF ANACORTES	FILTERS- VEH #403	\$ 35.81	dshop
259486	11/13/2019	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 10/8-11/6/19	\$ 1,128.24	publib
259390	11/13/2019	1189355	SKAGIT PUBLISHING LLC	PUBLISH AA-1963603 AA-1963621 AA-1963626 AA-1963628 AA-1964397 AA-1964949	\$ 414.12	finance
259377	11/13/2019	L133493	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 18-18	\$ 3,628.30	finance
259310	11/13/2019	19-164	TRIMSET	LOCKSETS, DOOR JACKS FOR DOOR/LOCK PROP	\$ 336.97	medic
259402	11/13/2019	331 0490105	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 83.55	dshop
259258	11/14/2019	1991501492	ARAMARK	OPS: MAT CLEANING 11/14/19	\$ 41.63	dshop
259393	11/14/2019	1991501483	ARAMARK	APD NYLON MATS CLEANED	\$ 16.31	apd
259323	11/14/2019	RefundBarrett	BARRETT, UNA	OVERPAYMENT OF CAMPING AT WASHINGTON PARK	\$ 54.00	parks1
259260	11/14/2019	2019-0079	COMMUNITY ACTION OF SKAGIT CTY	SERVICE FAMILY IMPROVMENTS	\$ 25,000.00	executive
259261	11/14/2019	RefundDhanani	DHANANI, ASH	OVERPAYMENT OF CAMPING FEES	\$ 84.00	parks1
259311	11/14/2019	17913049180	HB JAEGER	SANITARY PVC PIPE FITTINGS	\$ 565.96	dshop
259300	11/14/2019	I5335557	HD FOWLER COMPANY INC	4" & 12" PVC SEWER BOOT	\$ 135.88	dshop
259265	11/14/2019	RefundHrenko	HRENKO, DALE	OVERPAYMENT FOR CAMPING AT WASHINGTON PARK	\$ 54.00	parks1
259307	11/14/2019	ReimbHunting	HUNTING, KENNETH	REIMBURSEMENT FOR CERT TRAILER BATTERY	\$ 215.95	medic
259263	11/14/2019	RefundKendall	KENDALL, DANI	REFUND - UNABLE TO LAUNCH SECONDARY DOCK STATUS	\$ 27.00	parks1
259262	11/14/2019	RefundKing	KING, ROSEMARY	REFUND OF FEES FOR UNDELIVERED FIREWOOD	\$ 5.00	parks1
259478	11/14/2019	69116821	MCKESSON MEDICAL-SURGICAL	UPDATE MEDICAL SUPPLIES MCI TRAILER	\$ 79.14	medic
259480	11/14/2019	69122654	MCKESSON MEDICAL-SURGICAL	UPDATED MED SUPPLIES MCI TRAILER	\$ 66.22	medic
259483	11/14/2019	69126832	MCKESSON MEDICAL-SURGICAL	UPDATED MED SUPPLIES MCI TRAILER	\$ 55.22	medic
259484	11/14/2019	69131961	MCKESSON MEDICAL-SURGICAL	UPDATED MED SUPPLIES MCI TRAILER	\$ 23.05	medic
259485	11/14/2019	69145505	MCKESSON MEDICAL-SURGICAL	UPDATED MED SUPPLIES MCI TRAILER	\$ 16.22	medic
259487	11/14/2019	69193702	MCKESSON MEDICAL-SURGICAL	UPDATED MED SUPPLIES MC TRAILER	\$ 710.17	medic
259264	11/14/2019	RefundPearson	PEARSON, ANDY	REFUND - CAMPING OVERPAYMENT	\$ 63.00	parks1
259298	11/14/2019	001-451240	PISTON SERVICE OF ANACORTES	AIR FILTER- VEH #713	\$ 11.77	dshop
259299	11/14/2019	001-451168	PISTON SERVICE OF ANACORTES	OIL- VEH #713	\$ 12.52	dshop
259465	11/14/2019	001-451258	PISTON SERVICE OF ANACORTES	FILTER- SHOP STOCK	\$ 48.81	dshop
259468	11/14/2019	300000305007	PUGET SOUND ENERGY INC	STREET LIGHTS: 10/02- 10/31/19	\$ 453.34	dshop
259472	11/14/2019	300000250019	PUGET SOUND ENERGY INC	ALL STATIONS: 10/4 - 11/5	\$ 1,044.08	medic
259479	11/14/2019	300000290035	PUGET SOUND ENERGY INC	MUSEUM 10/5-11/5/19	\$ 260.52	museum

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
259267	11/14/2019	RefundRogers	ROGERS, JENNY	OVERPAYMENT OF BOAT LOT	\$ 27.00	parks1
259266	11/14/2019	RefundUtlley	UTLLEY, DENISE	OVERPAYMENT OF CAMPING AT WASHINGTON PARK	\$ 168.00	parks1
259255	11/14/2019	111356	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 122.50	dshop
259259	11/14/2019	111354	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 175.00	finance
259308	11/14/2019	111352	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 105.00	medic
259318	11/15/2019	001-451269	PISTON SERVICE OF ANACORTES	WINDSHIELD WIPER BLADES- VEH #163 & #172	\$ 47.61	dshop
259466	11/15/2019	001-451374	PISTON SERVICE OF ANACORTES	OIL FILTER- SHOP STOCK	\$ 29.75	dshop
259391	11/15/2019	033803306	SAFEGUARD CASCADES	CASH RECEIPTS FOR FRONT OFFICE	\$ 306.52	apd
259405	11/15/2019	929893	SKAGIT COUNTY SOLID WASTE FUND	WTP DUMP RUN 0.18 TN	\$ 18.09	dwtpt
259392	11/16/2019	00005W5A83469	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 11-16-19	\$ 9.51	apd
259381	11/18/2019	18-021-SEW-0021	ALLIED TRENCHLESS	RETAINAGE RELEASE	\$ 18,505.30	pw1
259394	11/18/2019	220013286491	PUGET SOUND ENERGY INC	APD 10/5-11/5/19	\$ 1,665.68	apd
259385	11/18/2019	19-128-OPS-0011	SERENE GUTTER SYSTEMS	RETAINAGE RELEASE	\$ 267.31	pw1
259400	11/18/2019	2019-13 APR	SKAGIT VALLEY SOFTBALL	2019 ADULT SOFTBALL LEAGUE UMPIRES	\$ 1,486.00	pkrec
259493	11/19/2019	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 10/19-11/18/19	\$ 463.66	admsrv
259494	11/19/2019	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 10/19-11/18/19	\$ 617.50	finance
259532	11/19/2019	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPERATIONS: 10/19- 11/18/19	\$ 379.35	dshop
259477	11/19/2019	Reim Leoff1	KING, MICHAEL L	REIMBURSE COPAYS, MIKE KING, LEOFF1 RETIREE	\$ 276.96	hr
259488	11/19/2019	ReimbNoyes	NOYES, CHERI	JUVENILE DVDS	\$ 54.26	publib
259489	11/19/2019	PettyCashBray	PETTY CASH FUND	PETTY CASH	\$ 84.00	finance
259469	11/19/2019	001-451538	PISTON SERVICE OF ANACORTES	WINDSHIELD WIPERS- #050	\$ 12.04	dshop
259526	11/19/2019	001-451573	PISTON SERVICE OF ANACORTES	OIL FILTER- SHOP STOCK	\$ 9.52	dshop
259528	11/19/2019	001-451596	PISTON SERVICE OF ANACORTES	MINI LAMP- #414	\$ 3.07	dshop
259530	11/19/2019	001-451644	PISTON SERVICE OF ANACORTES	OIL FILTER, FITTINGS- VEH #406	\$ 20.47	dshop

Total **\$345,580.13**



City Council Contract Agenda Bill

Meeting Date: 11/25/2019 **Agenda Item:** 5c

Subject: Contract Award: 2020-2022 Cartegraph Solutions and Subscription Agreement #20-005-ENG-001

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$113,504.36 to Cartegraph Systems LLC for the 2020-2022 Cartegraph Solutions and Subscription Agreement services.

Background:

1. **History:** This is a multi-year maintenance contract along with implementation portion for Fiber Optics material and task tracking capabilities. Cartegraph is the company software we have been using since 2016 to track all our public works assets and work orders. The city gets a 5% discount (each year) for entering into a 3 year deal rather than a year by year contract.
2. **Key Terms:**
 - The term of the agreement is for 3 years.
 - The cost per year is as follows:
 - o 2020 = \$39,562.75
 - o 2021 = \$36,424.50
 - o 2022 = \$37,517.11
3. **Competitive Bidding:** This work is considered a Personal Service and as such does not require competitive bidding.

Previous Council/Committee Action: On [12/21/15](#) Council approved [Contract 16-008-ADM-001](#) for the Master Agreement MA155 with Cartegraph Solutions LLC.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 20-005-ENG-001 with Cartegraph Systems LLC in the amount of \$113,504.36 for the 2020-2022 Cartegraph Solutions and Subscription Agreement services.

Alternative Actions: Not approve the contract

Attachments: Contract 20-005-ENG-001

Contractor	Cartegraph Systems LLC
Contract Amount	\$113,504.36
2020 Earmarked Funds	\$1,134,319.00
BARS #s	001.260.532.10.41 104.712.542.10.41 401.712.534.00.41 440.750.535.14.41 445.770.531.10.41
Budget Amendment Required?	No
Start Date	1/21/2020
End Date	1/20/2023

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between **City of Anacortes** (hereinafter referred to as "**Customer**" or "Licensee" and **Cartegraph Systems, LLC** (hereinafter referred to as "**Cartegraph**"). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement #MA155, previously executed between Cartegraph and Customer. In the case that any terms or conditions provided in the Master Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, #MA155 dated October 21, 2015 shall control.

Customer Bill To:	Customer Ship To:
City of Anacortes PO Box 547 Anacortes, WA 98221	Same

Investment Summary

The Addendums attached hereto, include:

Addendum A – Support Services

Addendum B – Field Services

Cartegraph's proposed fees for this project are included in the summary below.

Today's Date: November 7, 2019

Signature December 31, 2019
Expiration Date:

Purchase Agreement No.: #PA1261

	Purchase Type	Qty.	Unit Price	Total Price
YEAR 1				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment 1/21/2020-1/20/2021	1	\$13,275.00	\$13,275.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$2,437.65	\$2,437.65
Cartegraph OMS Extension	Advanced Resources Subscription	1	\$1,625.10	\$1,625.10
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	1	\$18,025.00	\$18,025.00
FIELD SERVICES				
Implementation Services	Fixed Fee Service		\$4,200.00	\$4,200.00
YEAR 1 SUB-TOTAL				\$39,562.75
YEAR 2				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment 1/21/2021-1/20/2022	1	\$13,674.00	\$13,674.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$2,510.85	\$2,510.85
Cartegraph OMS Extension	Advanced Resources Subscription	1	\$1,673.90	\$1,673.90
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	1	\$18,565.75	\$18,565.75
YEAR 2 SUB-TOTAL				\$36,424.50

YEAR 3				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, Cartegraph Cloud Deployment 1/21/2022-1/20/2023	1	\$14,084.14	\$14,084.14
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$2,586.15	\$2,586.15
Cartegraph OMS Extension	Advanced Resources Subscription	1	\$1,724.10	\$1,724.10
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	1	\$19,122.72	\$19,122.72
YEAR 3 SUB-TOTAL				\$37,517.11
TOTAL COST (3-YEAR TERM)				\$113,504.36

NOTES:	The pricing listed above does not include applicable sales tax. Hosting includes 250G of available file storage. If additional storage is required, the Customer can purchase in 1TB increments.
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Payment Terms and Conditions

In consideration for the Solutions and Services provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** the Fees in U.S. Dollars as described below:

1. **Delivery:** Customer shall be provided with the ability to access and use the Solutions upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Solutions Invoicing:** The Fee for Solutions will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$35,362.75 due January 2, 2020.
 - b. \$36,424.50 due 15 days prior to 1st year anniversary of term start date.
 - c. \$37,517.11 due 15 days prior to 2nd year anniversary of term start date.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services fee shall occur upon the execution of the Purchase Agreement.
5. **Payment Terms:** All payments are due Net 30 days from start date of invoice.

BY SIGNING BELOW,THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE MASTER AGREEMENT #MA155, DATED OCTOBER 21, 2015.THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF MASTER AGREEMENT #MA155 AND THIS PURCHASE AGREEMENT REFERENCED HEREIN.

CARTEGRAPH: Cartegraph Systems LLC

By _____
(Signature)

Mitch Bradley

(Type or print name)

Title SVP of Sales & Marketing

Date _____

CUSTOMER: City of Anacortes, WA

By _____
(Signature)

Laurie Gere

(Type or print name)

Title Mayor

Date _____

Cartegraph Systems LLC
Addendum A - Support Services
Cartegraph Support and Training Services – Scope of Work

The Support Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A, the applicable Purchase Agreement, and the Master Agreement #MA155. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

As part of Customer's subscription to access and use of the Cartegraph Solutions, Customer will receive:

1. Support Services

a. Campus – www.campus.cartegraph.com

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step instructions, videos, and more.

b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT. Live Chat is available within the product or through Campus.

c. Support via Case Submittal or Email

If a phone call or live chat is not your best option, you can always request support via our online case submittal form available in Campus or via email. Email support is available at support@cartegraph.com.

2. Training & Education Services

a. Convenient Online Resources: All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

b. Customer Led User Groups: Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

3. Releases & Upgrades

a. New Releases: Cartegraph is continuously innovating and enhancing the Cartegraph OMS collection of products. As a customer with an active subscription, you will receive each new release of the software.

- i. Cloud-hosted customers: Your cloud-hosted site will be upgraded by our Cartegraph System Consultants after the release is available.
- ii. On-premise customers: For your on-premises installation, our Technical Consultants will work with your organization's IT staff to deliver the latest software release. Software will be made available after installation to the Cartegraph cloud-hosted customers.

b. Service Packs: A Service Pack consists of lower-severity bug fixes and/or small platform updates.

- i. If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.
- ii. On-premises customers that contacted Cartegraph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation. These on-premises customers can then schedule a time to install the Service Pack with our Technical Support team

c. Hot Fixes: If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

Cartegraph Systems LLC

Addendum B - Field Services (Fee for Service)

Cartegraph Field Services – Scope of Work

The Field Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum B, the applicable Purchase Agreement, and the Master Agreement #MA155. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

Cartegraph - Scope of Work

The Scope of Work includes the following professional services:

Extensions

- Cartegraph will provide remote train-the-trainer training, up to twenty (20) hours, on Advanced Resources functionality. Training topics include:
 - Material Locations
 - Material Transfers
 - Material Orders
 - Settings:
 - Vendor Price Quotes
 - Re-order points
 - Cartegraph recommended best practices for advanced resource management

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Agreement or in the Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer Users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's system requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. Customer responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.
5. Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Solutions will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Solutions within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Purchase Agreement

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional Service will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Services are required.



City Council Contract Agenda Bill

Meeting Date: 11/25/2019 **Agenda Item:** 5d

Subject: Contract Award - WWTP Restroom Upgrade – Construction #14-002-SEW-004

Staff Contact: Fred Buckenmeyer

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

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$65,911.06 to Quantum Construction, Inc. to perform the WWTP Restroom Upgrade – Construction project.

Background:

1. **History:** Construction of additional restroom facilities in the solids handling building at the Wastewater Treatment Plant for the WWTP Restroom Upgrade project. The additional unisex facilities will provide remote restroom and shower access for staff assigned to incinerator operation and others working throughout the plant. The facilities, designed to meet ADA requirements, will include one unisex bathroom only and one unisex bathroom and shower combination.
2. **Key Terms:**
 - Total contract price of \$65,911.06 which includes \$5,274.75 in sales tax.
 - The Contractor will complete all work by May 31, 2020.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements for a multiple craft project and thus the Project Manager evaluated contractors and chose to contract with Quantum Construction, Inc., Inc.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 14-002-SEW-004 with Quantum Construction, Inc. in the amount of \$65,911.06 to perform the WWTP Restroom Upgrade – Construction project.

Alternative Actions: Cancel the project, bid the project

Attachments: Contract 14-002-SEW-004

Contractor	Quantum Construction, Inc.
Contract Amount	\$65,911.06
Earmarked Funds	\$300,000.00
BARS #	440.000.594.35.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	5/31/20



CONTRACT 14-002-SEW-004
AGREEMENT WITH
Quantum Construction, Inc.

This contract agreement is between the City of Anacortes, Washington, ("City") a Municipal Corporation and Quantum Construction, Inc., ("Contractor") a private contractor at 12761 Quantum Lane, Anacortes, WA 98221.

PROJECT
WWTP RESTROOM UPGRADE – CONSTRUCTION

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform the demolition and construction portions of the Anacortes Wastewater Treatment Plant (WWTP) restroom upgrade at 500 T Ave, Anacortes, WA 98221. Work is detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof. All work shall be performed as directed by the Project Manager and in accordance with the Plans, which are hereby incorporated by reference and made a part hereof as Exhibit B.

2. **Contract Price:** The Contractor will do the scope of work above for a total of **Sixty-Five Thousand Nine Hundred Eleven Dollars and Six Cents (\$65,911.06)**, which includes \$5,275.31 in 8.7% sales tax. Price 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 and subcontractors 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 complete the work by May 31, 2020.

5. **Job Safety:** Contractor shall comply with all Washington State Department of Labor and Industries safety standards while on the job.

6. **Contract Requirements:** Contractor must have a contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsement (see General Provisions); 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.

7. **Contract Documents:** The attached General Provisions, Exhibit A, and Exhibit B are included in this 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 s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

Owner:
City of Anacortes

Mayor

Date

Contractor:
Quantum Construction, Inc.

Signature

Date

Contractor License #

1. Delivery. Advance coordination of the work shall be made with the Project Manager Steve Doebler, 360-299-1504.

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

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

The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any Sub-Contractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

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

4. Invoicing. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Contract Title, Agreement Number and Price, or Amended Price. The Contractor must invoice **MONTHLY** for quantities delivered during the invoice period. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

7. Inspection.

A. Of the Work

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

B. Project Manager's Authority

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

8. Warranty. The Contractor shall 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. When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by City. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Clause shall survive the expiration or termination of this Agreement.

10. Insurance.

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

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

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

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

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

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

E. Extended Coverage for Completed Operations: The Contractor shall maintain Commercial General Liability completed operations coverage for a period of three years following substantial completion of the work for the benefit of the Public Entity by naming the Public Entity an additional insured using Additional Insured-Completed Operations endorsement CG 20 37 10 01 or an endorsements providing at least as broad coverage.

F. Public Entity Full Availability of Contractor Limits: If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess

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

G. 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.

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

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

J. 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.

K. 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.

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

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

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

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

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

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

16. The City's Right to Terminate Agreement.

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

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

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

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

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

20. Disputes

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

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

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

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

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

21. Force Majeure. Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

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

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

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

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

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

CITY:

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

CONTRACTOR:

Quantum Construction Inc.
Mark Buck
12761 Quantum Lane
Anacortes, WA 98221

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

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

Release of Bonds

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

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

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

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

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

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

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

29. WASHINGTON STATE PREVAILING WAGES

Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I. L&I provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

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

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. The prevailing wage schedule in effect for the work under the contract 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 Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

**CITY OF ANACORTES CONTRACT 14-002-SEW-004
EXHIBIT A**

SCOPE OF WORK

The Contractor shall perform the following tasks as part of the Scope of Work:

Temporary protection:

To protect surrounding areas from the work, dust partitions of visqueen will be installed. Floor protection will be used when working over existing flooring. Daily cleanup is included. Final detailed cleaning by owner.

Demolition:

Select demolition will include the removal of existing handrail, to be relocated. All core drilling for new plumbing by owner.

Carpentry:

Frame new metal stud walls per plan. The new storage platform and combined ceiling will be per the revision drawings and will be 8" 12-gauge channel framing with a ¾" plywood deck over the top, and drywall ceiling underneath.

Drywall:

Drywall walls and ceiling per plan. Finish to be smooth wall with no texture.

Doors:

Timely metal frames and doors will be installed to each restroom, along with specified hardware.

Plastic laminate walls:

Plastic Laminate wainscot will be installed bathrooms on walls per plan.

Metal work:

A new prefabricated stair and railing will be installed per plan. The existing guard rail will be relocated. An allowance of \$2,000 is included for the fabrication of additional guard rail as needed. This allowance can be credited if not used.

Acoustical Ceiling:

Deleted per revision, and now will be hard lid drywall.

Toilet Accessories:

All toilet accessories, grab bars, mirrors etc. will be furnished by owner, and installed by contractor.



3 Google Site
no scale

This Is A Standard List Of Abbreviations Used By This Office. Items Listed May Or May Not Be Used On This Set Of Drawings.									
A	A.b.	Anchor Bolts	G	Ga.	Gauge	R	R.	Riser	
	Ac.	Acoustical		Galv.	Galvanized		Rad., R	Radius	
	Add.	Addition		Glu-lam	Glue Laminated		R.d.	Roof Drain	
	Adj.	Adjustable / Adjacent		GLB	Glue Lam Beam		Ref.	Reference	
	A.f.f.	Above Finished Floor		Gr.	Grade		Reqd.	Required	
	Alt.	Alternate		GWB	Gypsum Wallboard		Rm.	Room	
	RO	Rough Opening							
B	Bld.	Building	H	HB	Hose Bib	S	SC	Solid Core	
	Blk	Block		HC	Hollow Core		Sect.	Section	
	B.O.	By Owner		Horiz.	Horizontal		SF	Square Feet	
	Btm.	Bottom		Hr.	Hour		Shtg.	Sheathing	
	B.U.C.	Built Up Column		Hdr.	Header		Sim.	Similar	
	BWP	Braced Wall Panel					Spec.	Specification	
							Sq.	Square	
C	Cab.	Cabinet	I	Insul.	Insulation	SS	Stainless Steel		
	Cdr.	Cedar		Int.	Interior		Std.	Standard	
	C.j.	Control Joint		Jt.	Joint		Stl.	Steel	
	Clkg.	Caulking		Jst.	Joist		Stor.	Storage	
	C.L.	Centerline		Kit.	Kitchen		SS	Storm Sewer	
	CMU	Concrete Masonry Unit		Lav.	Lavatory		Susp.	Suspended	
	Col.	Column		Isl	Isolam timber				
D	Conc.	Concrete	M	Mat.	Material	T	T.	Tread	
	Constr.	Construction		Max.	Maximum		TOF	Top of Footing	
	Cont.	Continuous		M.b.	Machine Bolt		TOC	Top Of Curb	
				Mech.	Mechanical		T&G	Tongue & Groove	
				Mem.	Membrane		Thk.	Thick	
				Min.	Minimum		TOS	Top Of Slab	
				Mir.	Mirror		TOW	Top Of Wall	
E	Ea.	Each	N	Mt.	Metal	U	UNO	Unless Noted Otherwise	
	EL	Elevation		(n)	New				
	Elec.	Electrical		NIC	Not In Contract				
	Elev.	Elevator		NTS	Not To Scale				
	EQ	Equal							
	Equip.	Equipment							
	(e)	Existing							
F	Exist.	Existing	O	OC	On Center	W	W.	Washer	
	Ext.	Exterior		OFCI	Owner Furnish / Contractor Installed		W/	With	
				Opng.	Opening		WC	Water Closet	
				OSB	Oriented Strand Board		WD	Wood	
							W/O	Without	
							WP	Water Proof	
							WWF	Welded Wire Fabric	
P	FD	Floor Drain	P	P-lam	Plastic Laminated				
	Fin.	Finish		Ply	Plywood				
	F.f.	Finished Floor		PR	Pair				
	FS	Finished Slab		PSL	Parallam timber				
	FLR	Floor		PT	Pressure Treated				
	Fnd.	Foundation							
	F.o.c.	Face Of Concrete							
R	F.o.s.	Face Of Studs							
	Ft.	Foot Or Feet							
	Fur.	Furring							
	F.e.	Fire Extinguisher							

General Notes

1. All potential contractors shall thoroughly familiarize themselves with job conditions before bidding to ensure that they understand the scope of the work. These notes are general in nature and are intended to set the minimum standards for construction. Any conditions which are not clear or are different than required by code or site conditions shall be brought to the attention of the designer immediately. The contractor shall verify all dimensions and conditions on all sheet drawings and in the field, and notify the designer of any discrepancies before proceeding.
2. **Specific notes** and details shall take precedence over general notes and typical details.
3. Dimensions shall supersede scale, and are measured from edge of stud.
4. All work shall conform to the latest approved editions of the standards listed in "codes".

Codes

1. building 2015 IRC
2. mechanical 2015 IRC
3. plumbing: 2015 UPC
4. energy and ventilation: 2015 WSEC

Project Description

Alteration of a storage area to an accessible restroom and an accessible restroom with a shower at the City of Anacortes Wastewater Treatment Plant.

Building Code

- Zoning Category: Commercial Marine District (CM)
- Permitted uses:
- Lot Size (minimum in zone): No minimum.
- Setbacks: No minimum
- Lot Coverage (maximum allowed): 50%
- Allowable Height: 35 feet
- IBC Occupancy group: H-5
- IBC construction type: II-B

Project Directory

Owner: City of Anacortes
City of Anacortes Wastewater Treatment Plant
904 6th Street
Anacortes, WA 98221

Architect: Underwood & Associates, LLC
1005 4th Street
Anacortes, Wa 98221
Mike Underwood, AIA
360-588-0471

Structural: PCS Structural
1250 Pacific Ave., Suite 701
Tacoma, WA 98402
Jack Pinkard, PE
253-383-2797

Building Information

Site Address: 500 T Ave
Anacortes, Wa 98221

Parcel Number: P56796

Proposed Bathroom Area: 286 sf

Site Area: 70,131.6 sf (1.61 acres)

Energy Code Notes

This building is governed by the 2015 WSEC Prescriptive Energy Code for Commercial Buildings.

Per Section C503.1, Alterations that require additional energy shall comply with the requirements for new construction.

Use prescriptive method C402.2
Perimeter Walls of Alteration: 6" Steel Framed @ 16" oc: Using C402.1.4.1 the maximum U is 0.02 using R-21 Batt Insulation and 5/8" Sheetrock on both sides. Table C402.1.4 requires a maximum U-Factor of 0.055. OK!

Ceiling: Other: Suspended ceiling below 8" concrete slab: R-49
Floor above basement: 8" concrete slab: No new insulation required per C503.1 because the basement is heated by continuous furnace operations.

UNDERWOOD
& ASSOCIATES, LLC

1005 4th Street
anacortes, washington 98221
360.588.0471
mike underwood, AIA

mike@underwoodarchitecture.com

9878 Registered
ARCHITECT
Michael G. Underwood
State of Washington

expires 9-22-19

Permit Set

Project name:
**Wastewater
Treatment Plant
Restrooms
500 T Ave.**

Project: WWT2018
Issue Date: 4.7.2019

Revisions		
No.	Date	Description

Title Sheet

A0.0

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General Notes

Foundation And Site Preparation

General

- 1. Not all buried utilities located on this site are shown on these drawings so call UTILITIES UNDERGROUND LOCATION before doing any digging anywhere on this site of any depth 1-800-424-5555.
- 2. Verify all dimensions at site, all dimensions are to outside or center line of wood framing members and concrete unless noted otherwise.

Concrete And Reinforcing

- 22. Sleeves shall be provided to protect all piping through concrete and masonry walls. [UPC 313.10.1]

Framing

- 32. All wall framing to be metal studs at 16" oc.
- 37. Metal "U" sill channels shall be pinned to concrete slab with a minimum of (3) 2.5" X 0.15 SP Series Ramset powder fasteners at each sill plate piece. First fastener to be within 12" of the end and then provide pins at a maximum distance of 24" o.c.

Walls

- 59. Fire Blocking shall be provided to cut of concealed draft openings (both vertical and horizontal) and to form an effective fire barrier between stories, and between a top story and the roof space. [717.2]

- Install fire blocking at:
1. Concealed spaces of stud walls and partitions, including furred spaces and parallel row of studs or staggered studs as follows:
 - a. vertically at the ceiling and floor levels.
 - b. horizontally at intervals not exceeding 10 feet.
 2. All interconnections between concealed vertical and horizontal spaces such as occur at soffits, drop ceilings, and cove ceilings.
 3. Concealed spaces between stair stringers at the top and bottom of the run.
 4. Openings around vents, pipes, and ducts at ceiling and floor level, with an approved material to resist the free passage of flame and products of combustion.

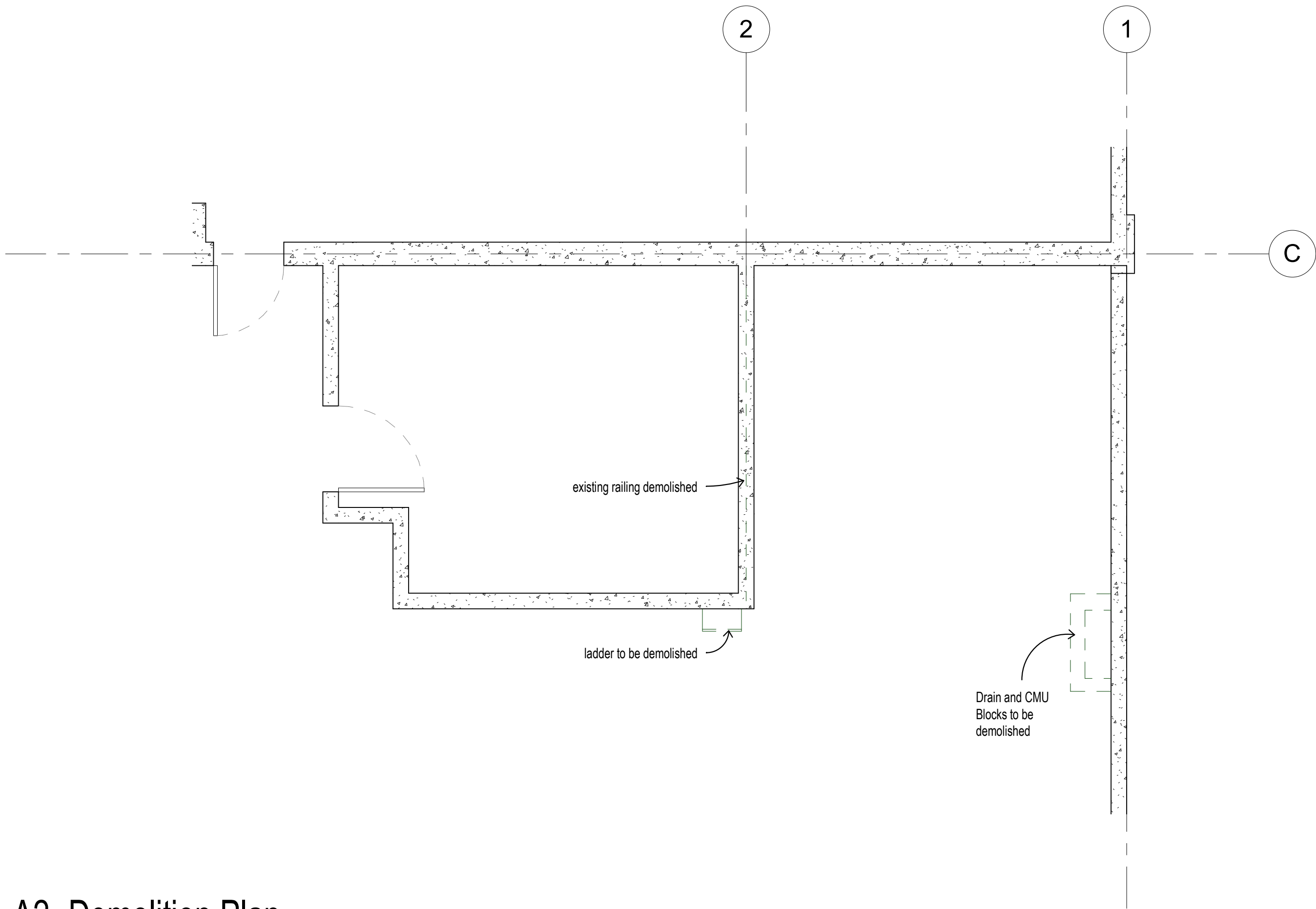
Plumbing

- 121. Inspection: No plumbing or drainage system or building sewer may be covered, concealed or put into use until it has been tested, inspected, and approved. [UPC 103.5.1.3]
- 122. Supply Testing: Plumbing supply piping must be tested with working water pressure of 50 psi pressure. [UPC 609.4]
- 123. Drain Testing: Plumbing drains must be tested with water filled to the highest vent in system or 5 psi air pressure. [UPC 712.2, 3]
- 124. Protection: All piping passing under or through wall must be protected from breakage. Approved provisions must be made for expansion of hot water piping. Voids around piping passing through concrete floors on the ground must be appropriately sealed. [UPC 313.1]
- 125. Support: Horizontal piping must be supported at sufficiently close intervals to prevent sagging. Pipe supports for ABS may not exceed 4 feet on center. [UPC 314.5 /314.5.1]
- 127. Relief valves must be provided with a drain, not smaller than the relief valve outlet, extending to the outside of the building and discharging downward 6-24 inches above grade. [UPC 608.5] Relief valve piping may not discharge into a water heater. [UPC 508.5]
- 129. Water heaters must be anchored or strapped in the upper and lower third of the tank to resist horizontal displacement due to earthquake motion. A distance of 4 inches must be provided between the lower strap and the controls. [UPC 508.2]
- 130. Water Heater Pan: When a water heater is located where water damage may occur from a leaking water heater, a watertight pan must be installed beneath with a minimum 3/4" drain to outside of building. [UPC 508.4]
- 131. Seal: All plumbing fixtures, including toilets, must be caulked or sealed at their base. [UPC 407.2]
- 132. Freeze Protection: All water lines to be protected from freezing. If water lines are not located completely between heated space and insulation provide insulation as required to assure pipes are protected from freezing.

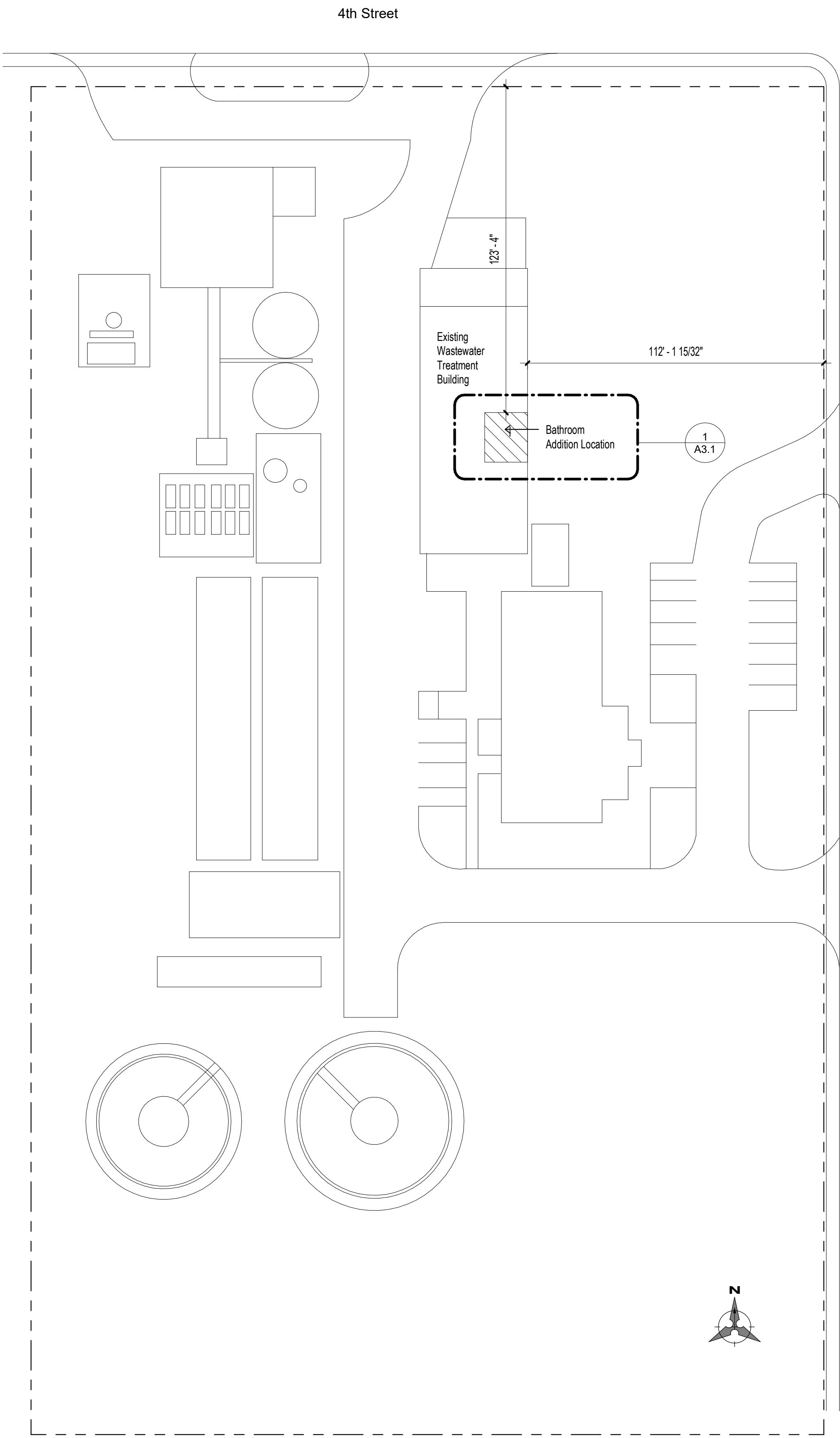
Safety

General Requirements

- 101. Address: Every new and existing building must have its address plainly legible and visible from the street. Characters must be at least 6 inches high of contrasting color or material to its backing.
- 105. Guards must be installed when a floor is 30 inches or more above grade. Guards must be a minimum of 42 inches in height. Open guards must have intermediated rails or ornamental pattern such that a sphere 4 inches in diameter cannot pass through, except at the toe triangle where 6" is allowed.



2 A2- Demolition Plan
1/4" = 1'-0"



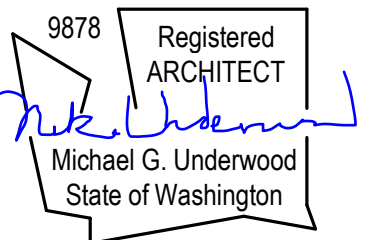
1 1 - Site Plan
1" = 30'-0"



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mike@underwoodarchitecture.com



Permit Set

Project name:
**Wastewater
Treatment Plant
Restrooms
500 T Ave.**

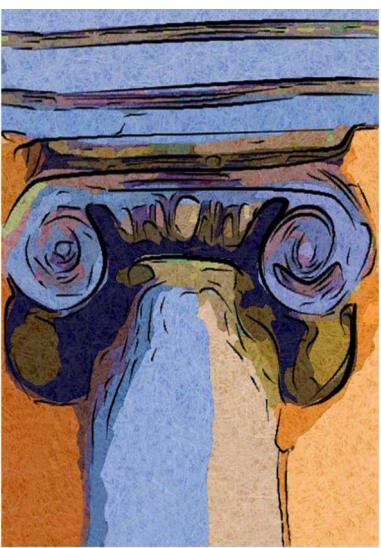
Project: WWT2018
Issue Date: 4.7.2019

Revisions		
No.	Date	Description

Site Plan

A1.1

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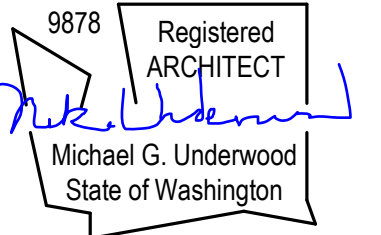
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- Floor Plan Notes:**
1. All dimensions are to face of stud unless noted otherwise.
 3. All exterior walls are 2x6 - 16" o.c. Studs unless noted otherwise (u.n.o.).
 4. All interior partitions are 2x6 - 16" o.c. Studs unless noted otherwise.
 5. Provide backing in all bathrooms for towel bars, toilet dispensers, medicine cabinets, etc. Coordinate with owner for locations.

Legend:

 Exhaust Fan - vent to outside - See Division 23, 233423/SP1



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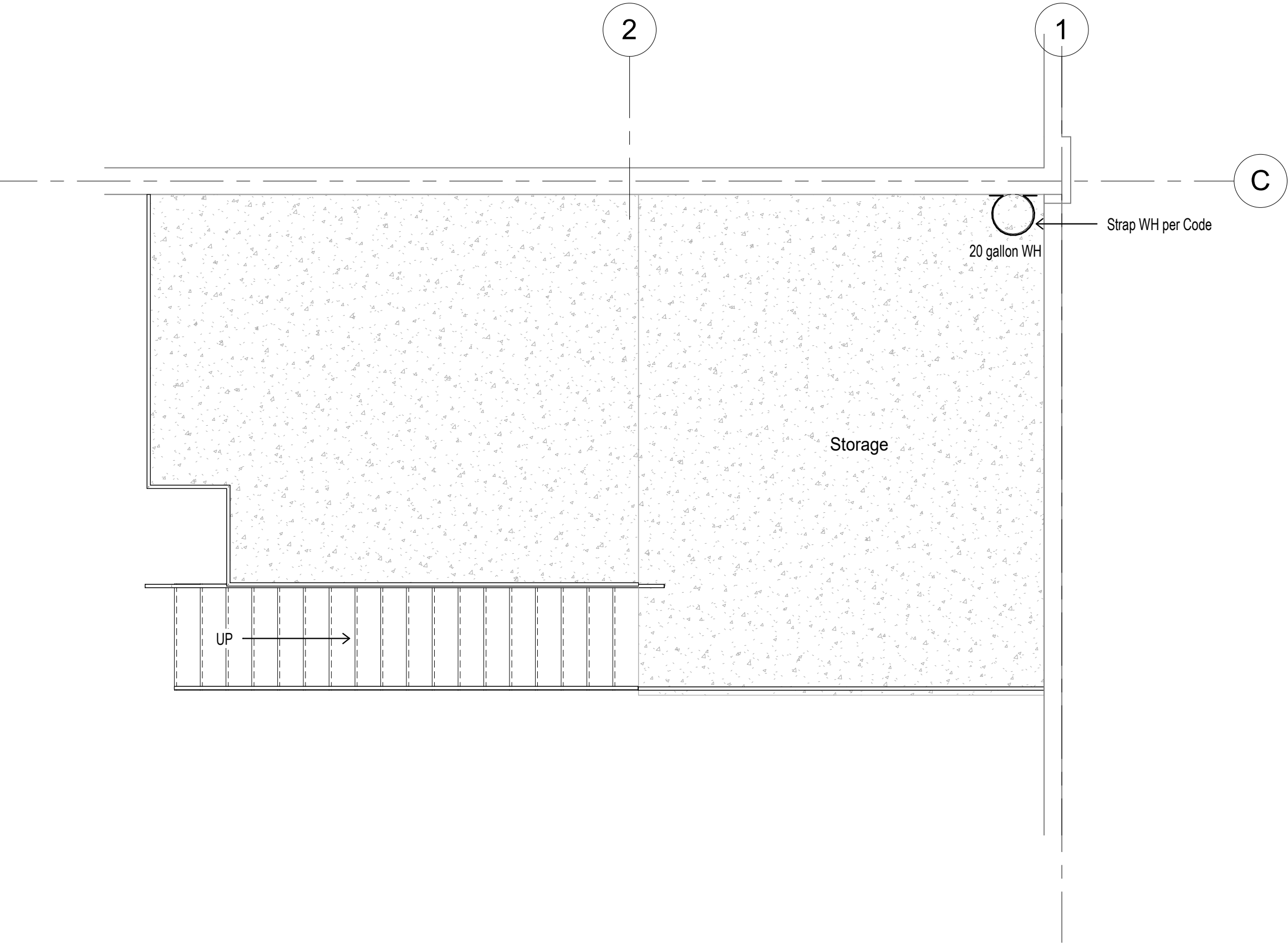
Project: WWT2018
Issue Date: 4.7.2019

Revisions		
No.	Date	Description

**Restroom/Shower
Remodel Plan**

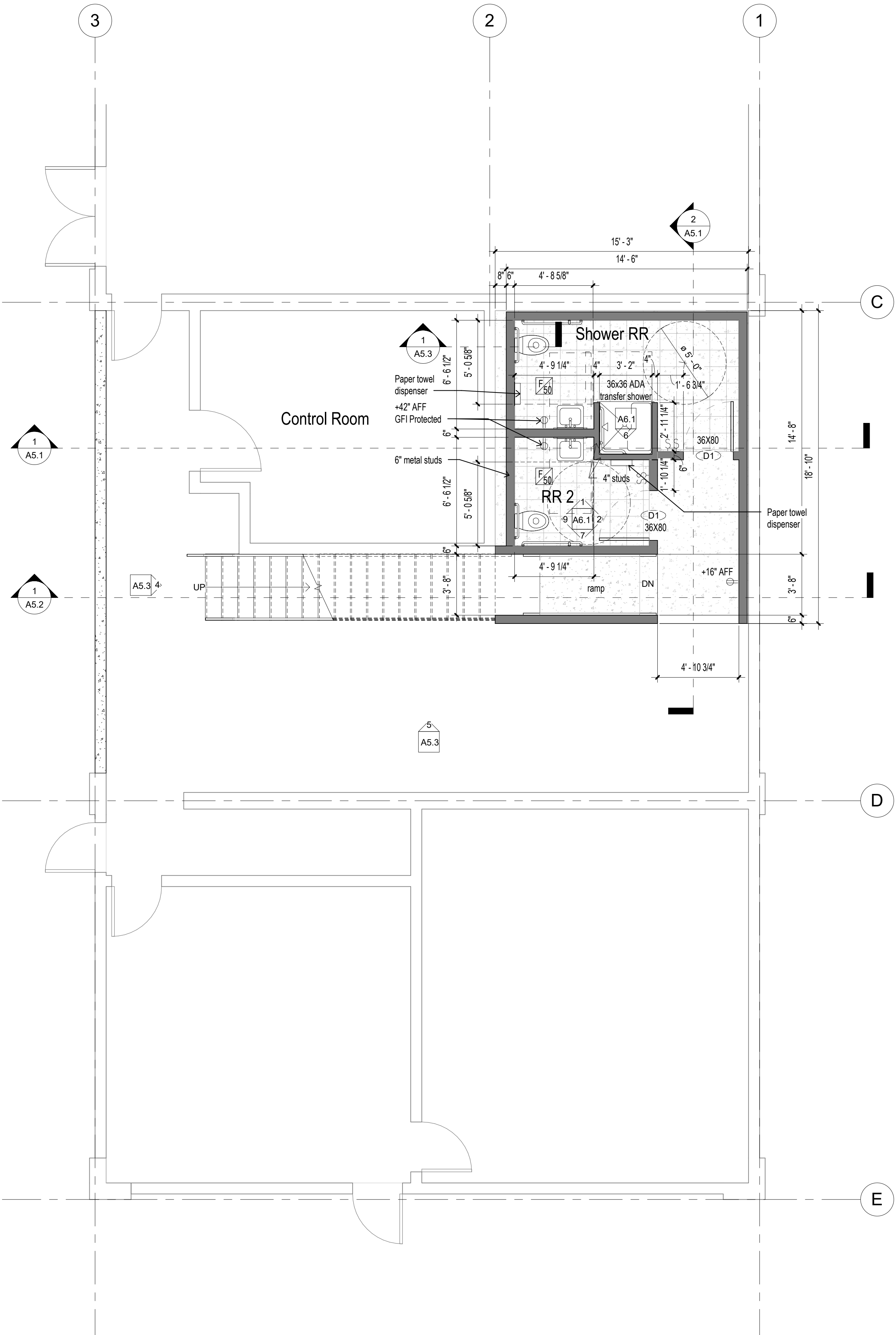
A3.1

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A3 - Upper Floor Plan
1/4" = 1'-0"

Door Schedule					
Type Mark	Width	Height	Count	Hardware	Comments
D1	3' - 0"	6' - 8"	2		
Grand total: 2					



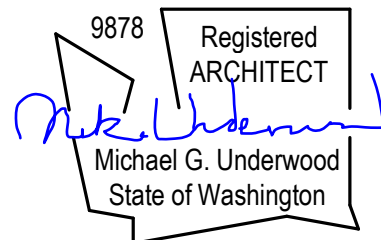
A3 - (N) RR floor
1/4" = 1'-0"



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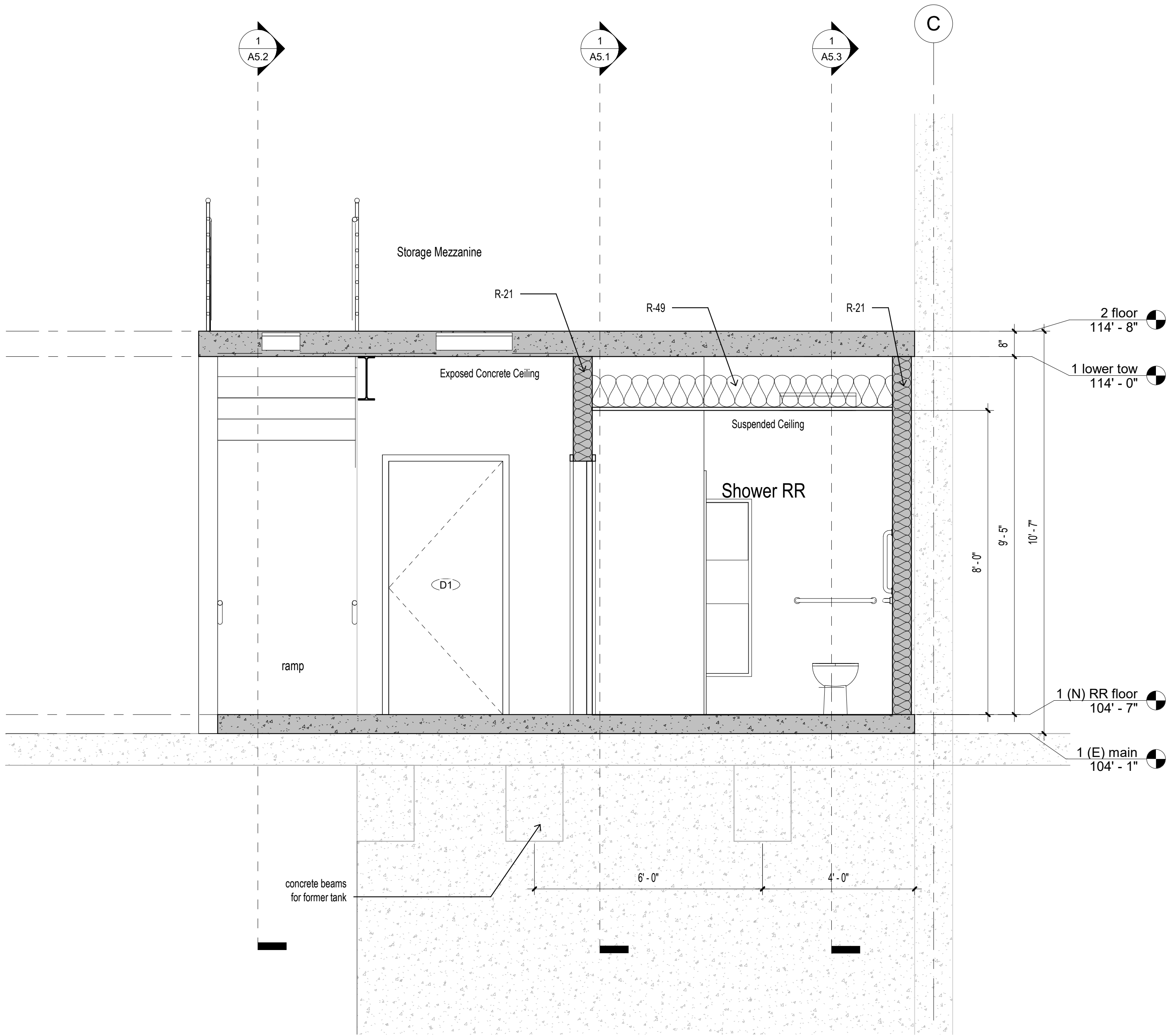
Project: WWT2018
Issue Date: 4.7.2019

Revisions		
No.	Date	Description

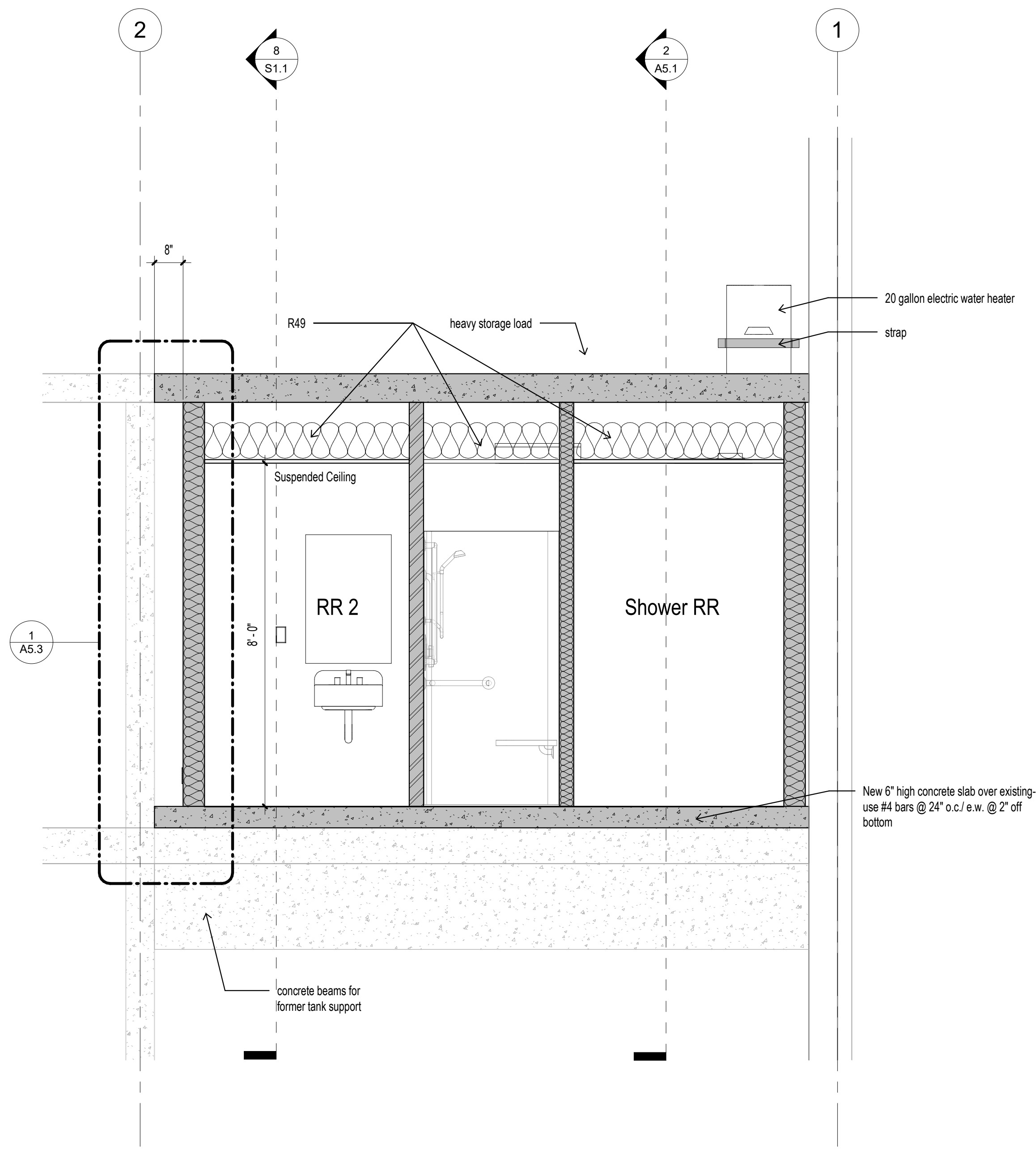
Building Sections

A5.1

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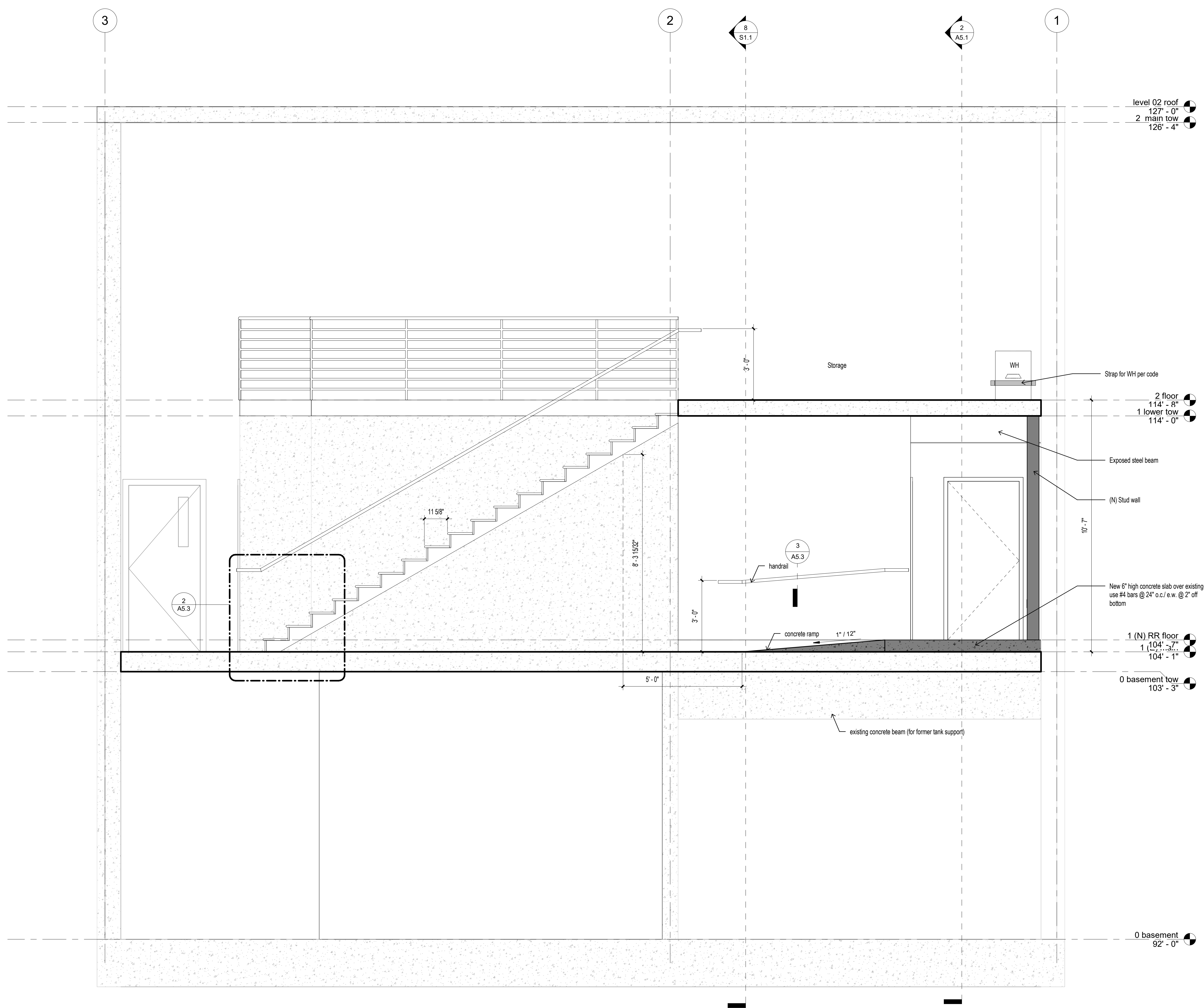


2 North-South Section
1/2" = 1'-0"



1 East-West Section
1/2" = 1'-0"

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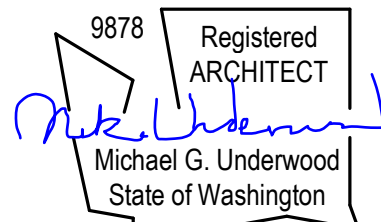
1 Section at ramp/stairs
1/2" = 1'-0"



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Revisions		
No.	Date	Description

Building Sections

A5.2

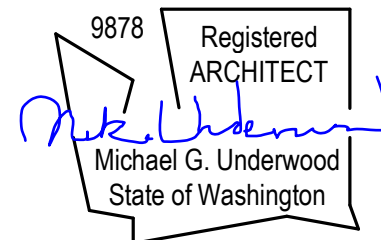
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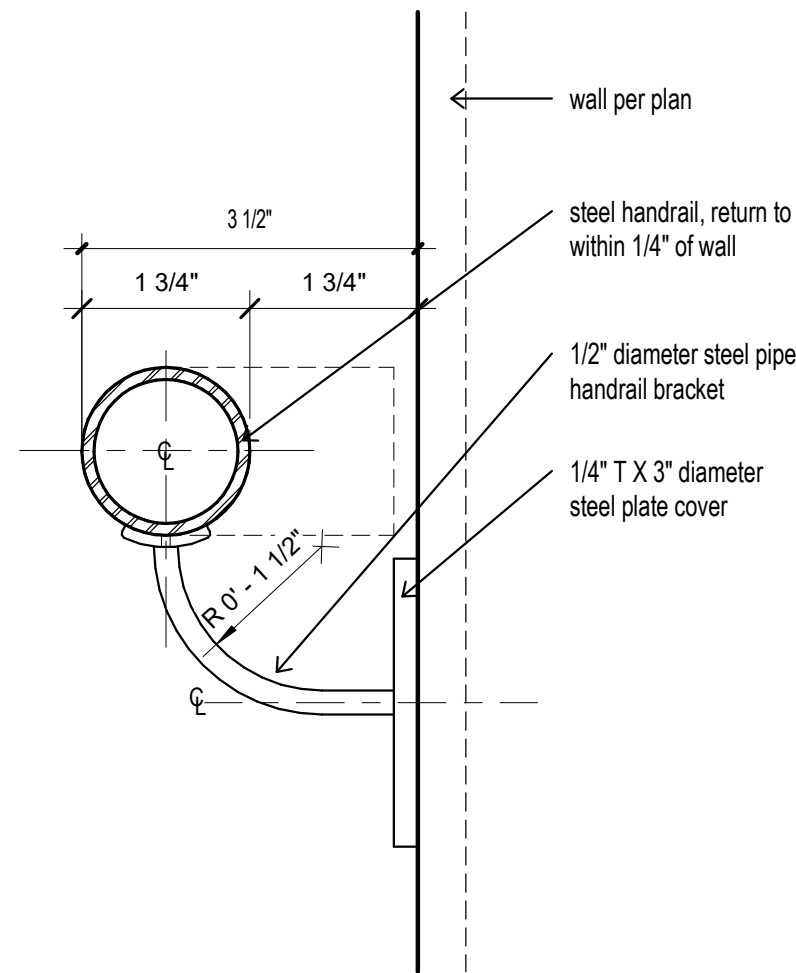
Project: WWT2018
Issue Date: 4.7.2019

Revisions		
No.	Date	Description

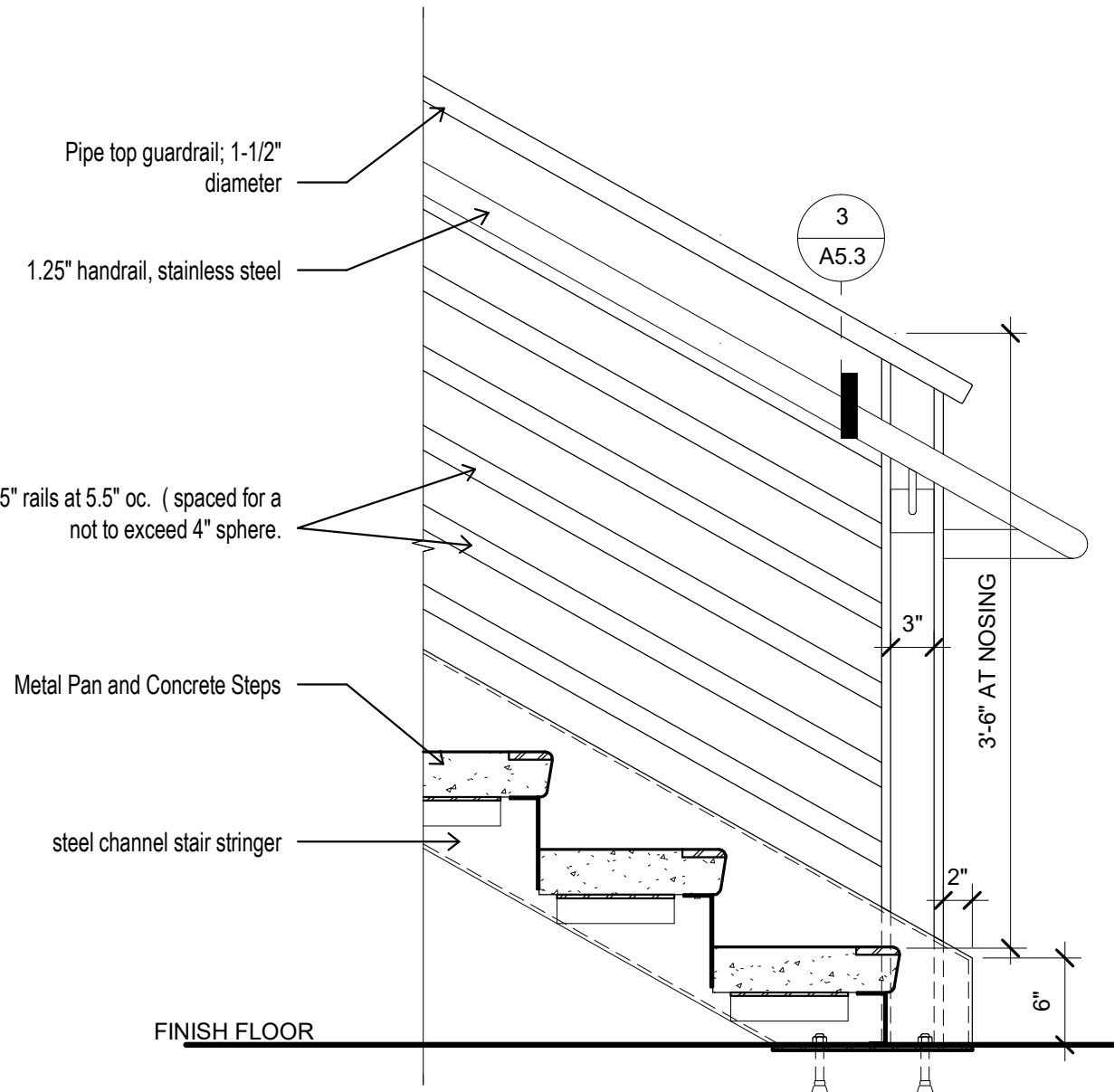
Wall Sections &
Interior Elevations

A5.3

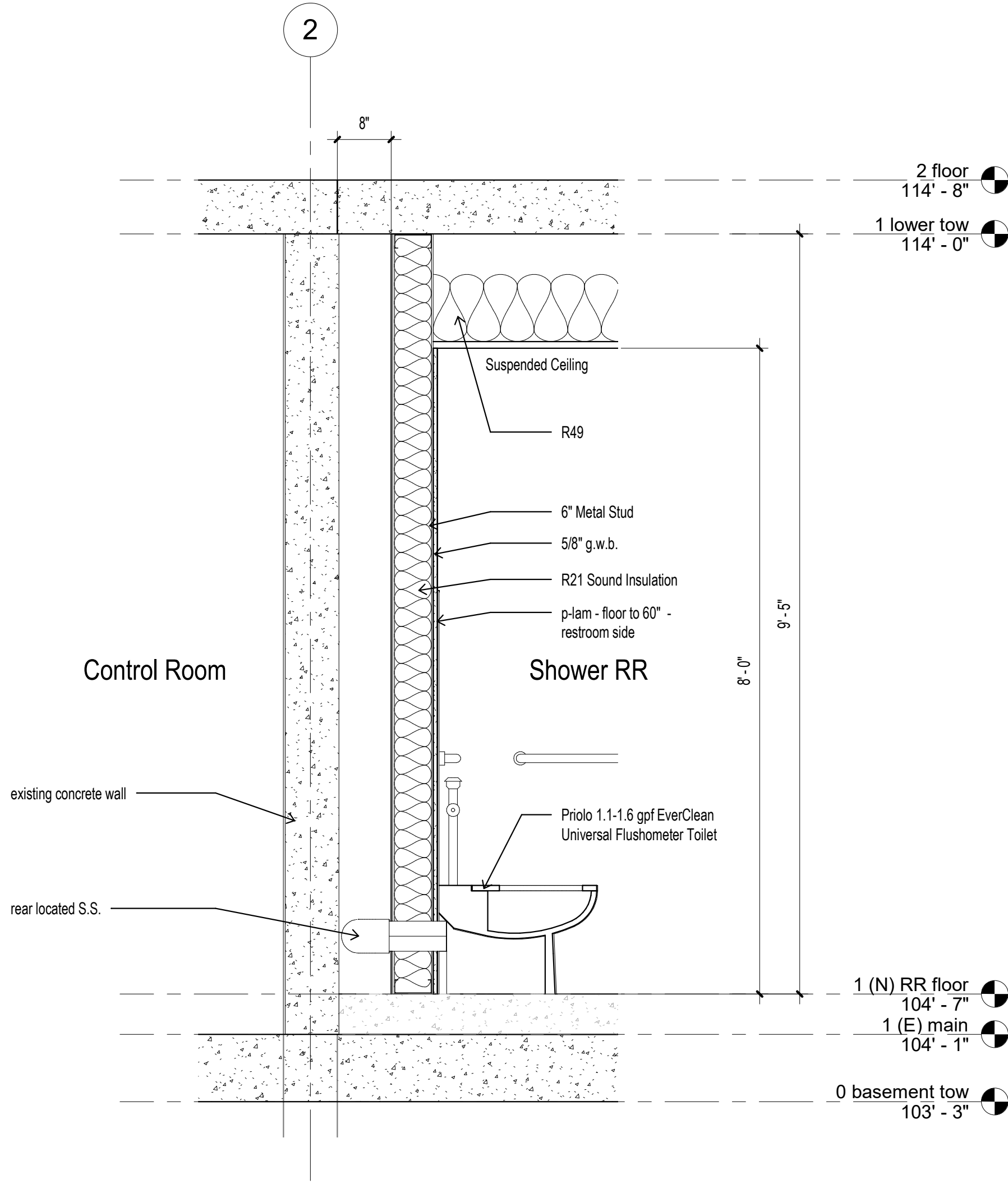
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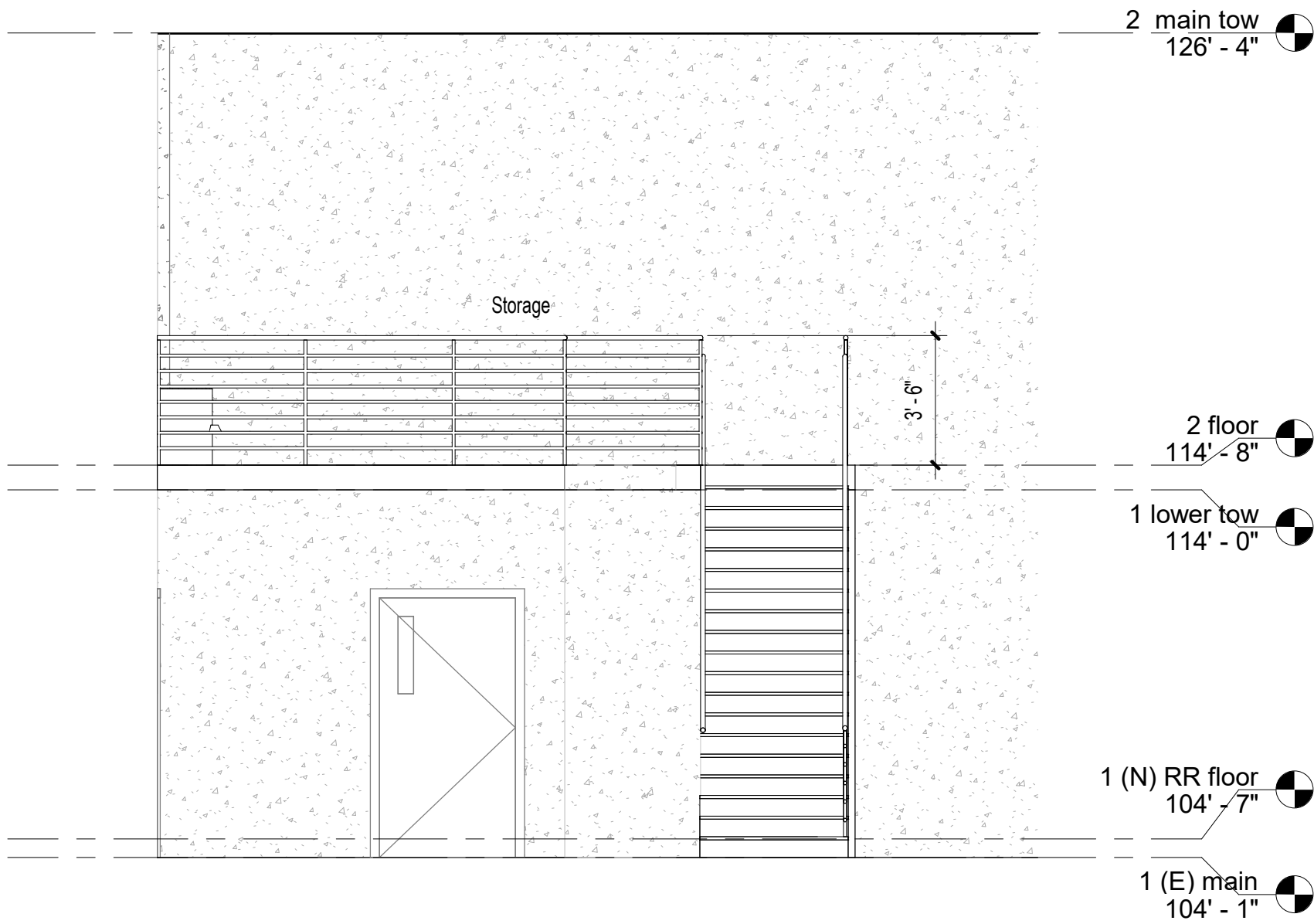
3 Hand Rail Detail
6" = 1'-0"



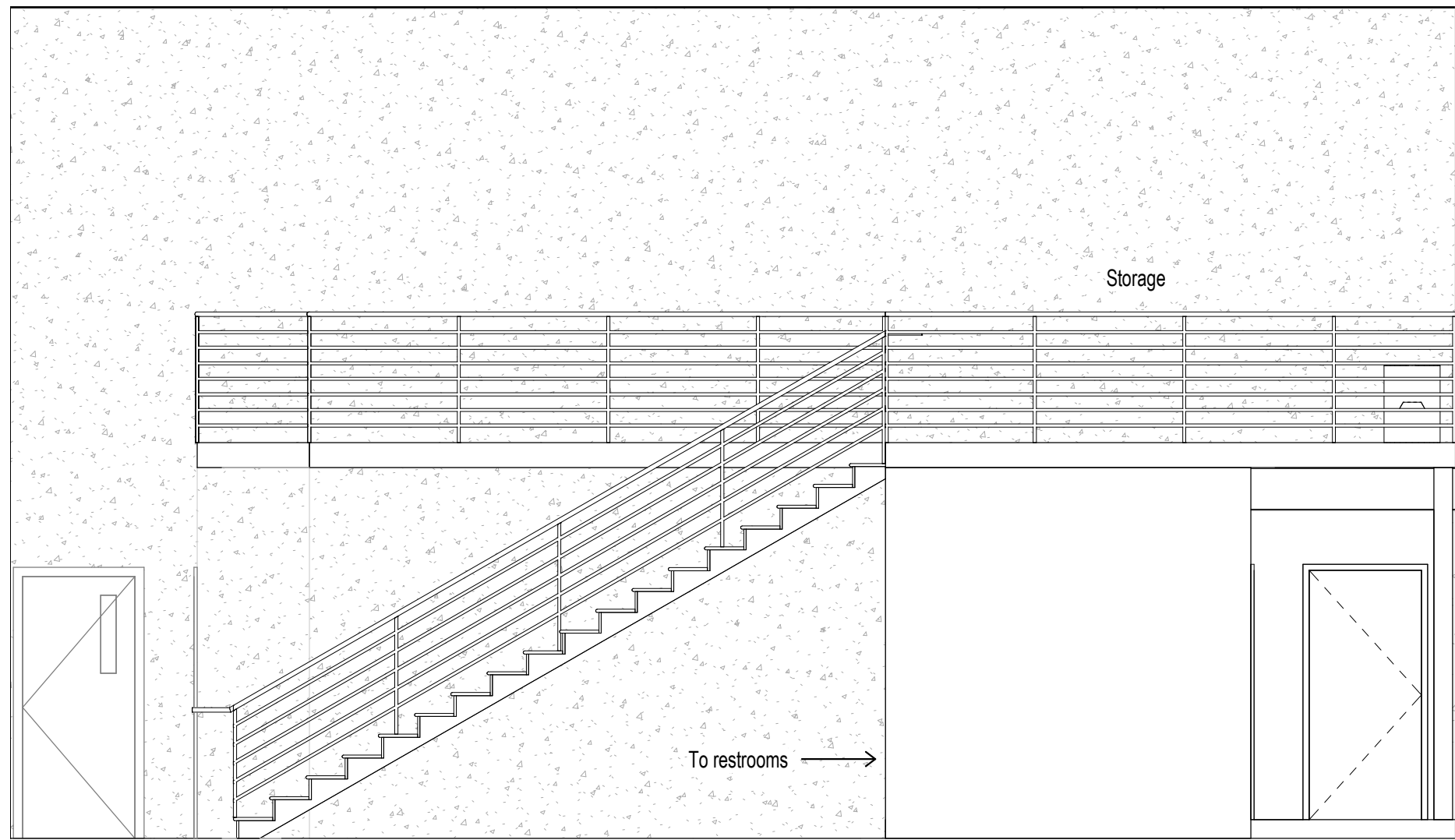
2 Staircase Detail
1" = 1'-0"



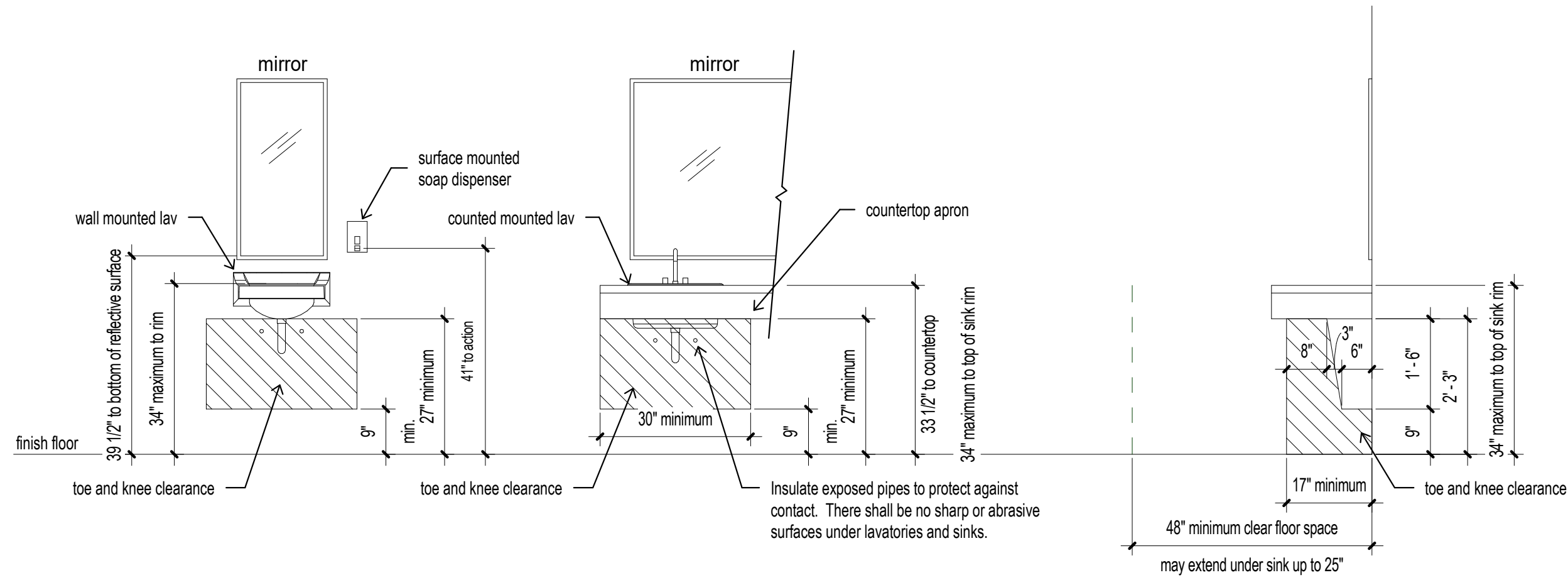
1 Wall Section.
3/4" = 1'-0"



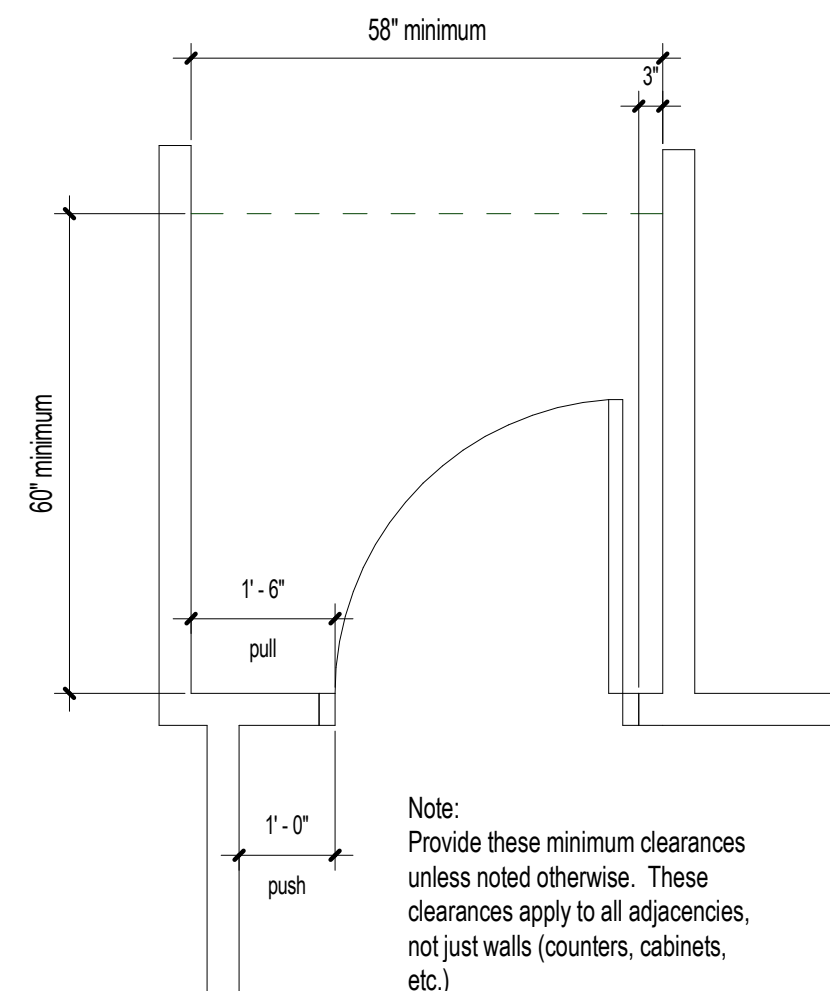
4 Staircase
1/4" = 1'-0"



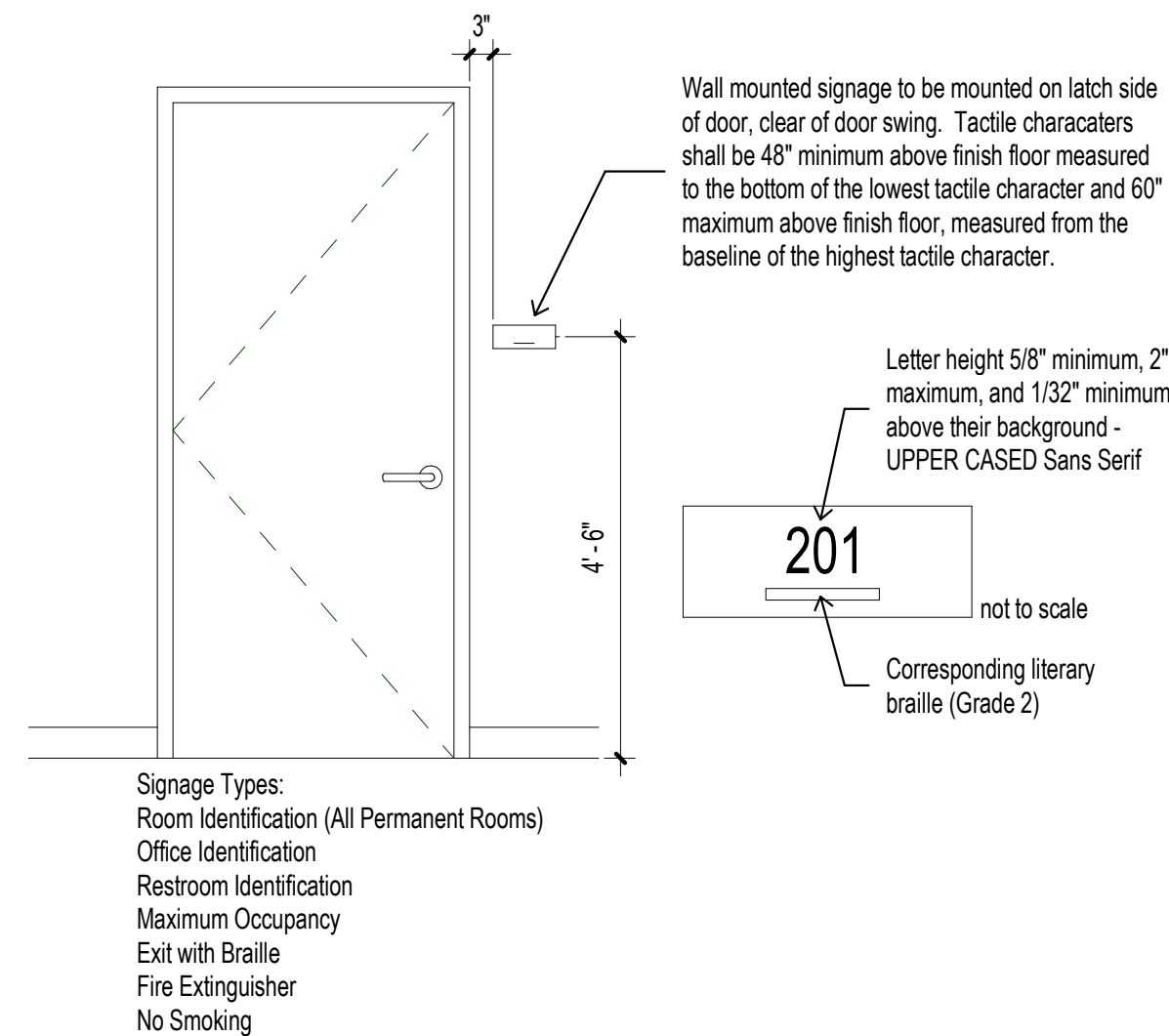
5 Staircase- 2nd Floor Storage
1/4" = 1'-0"



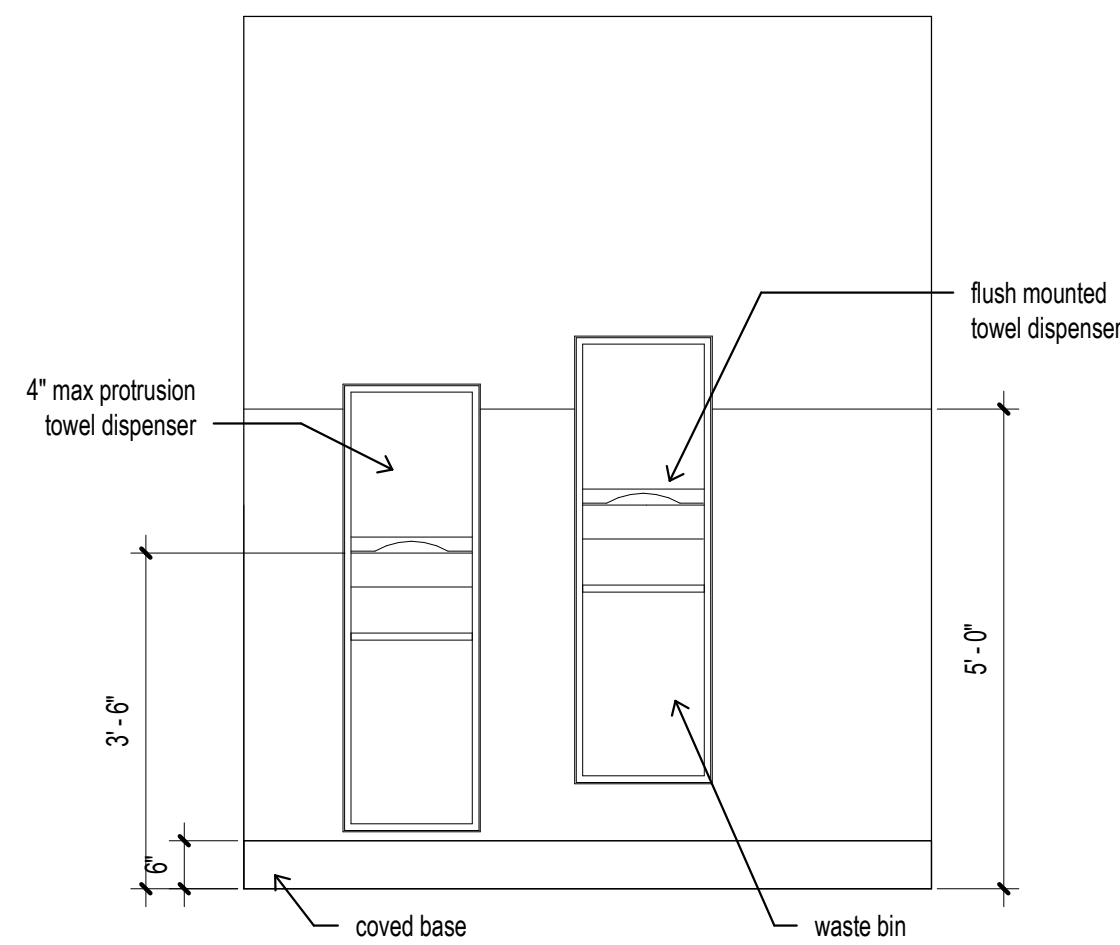
1 ADA Lavatory Clearance
1/2" = 1'-0"



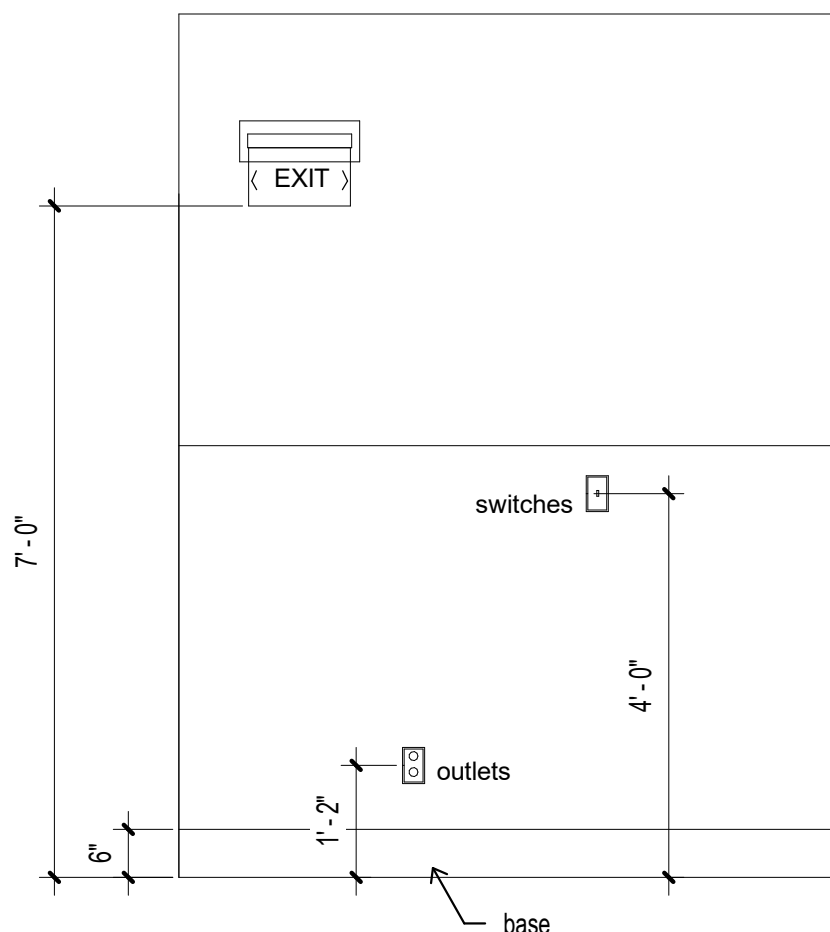
2 ADA Typical Door Clearances
1/2" = 1'-0"



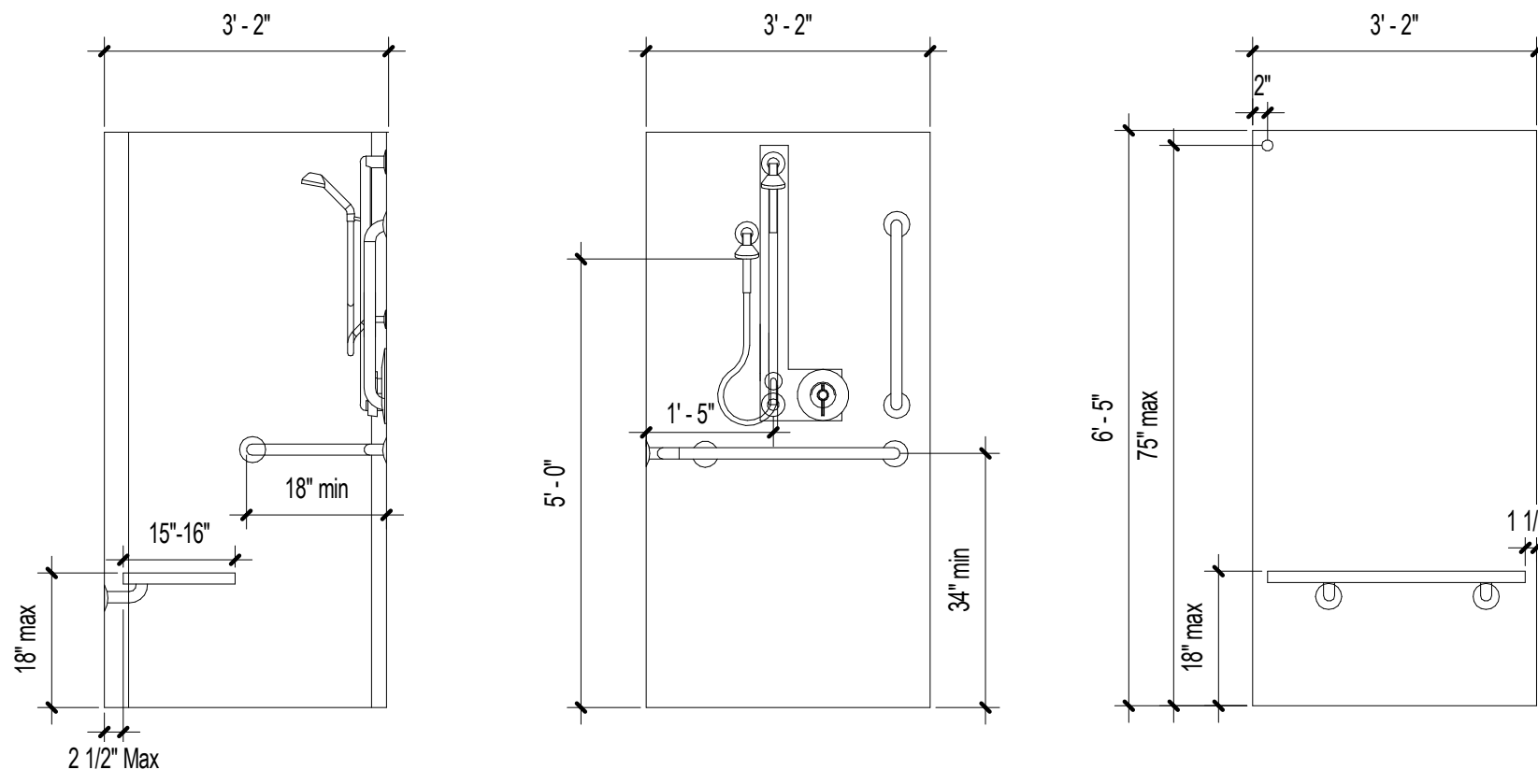
3 ADA Typical Room Signage Mounting
1/2" = 1'-0"



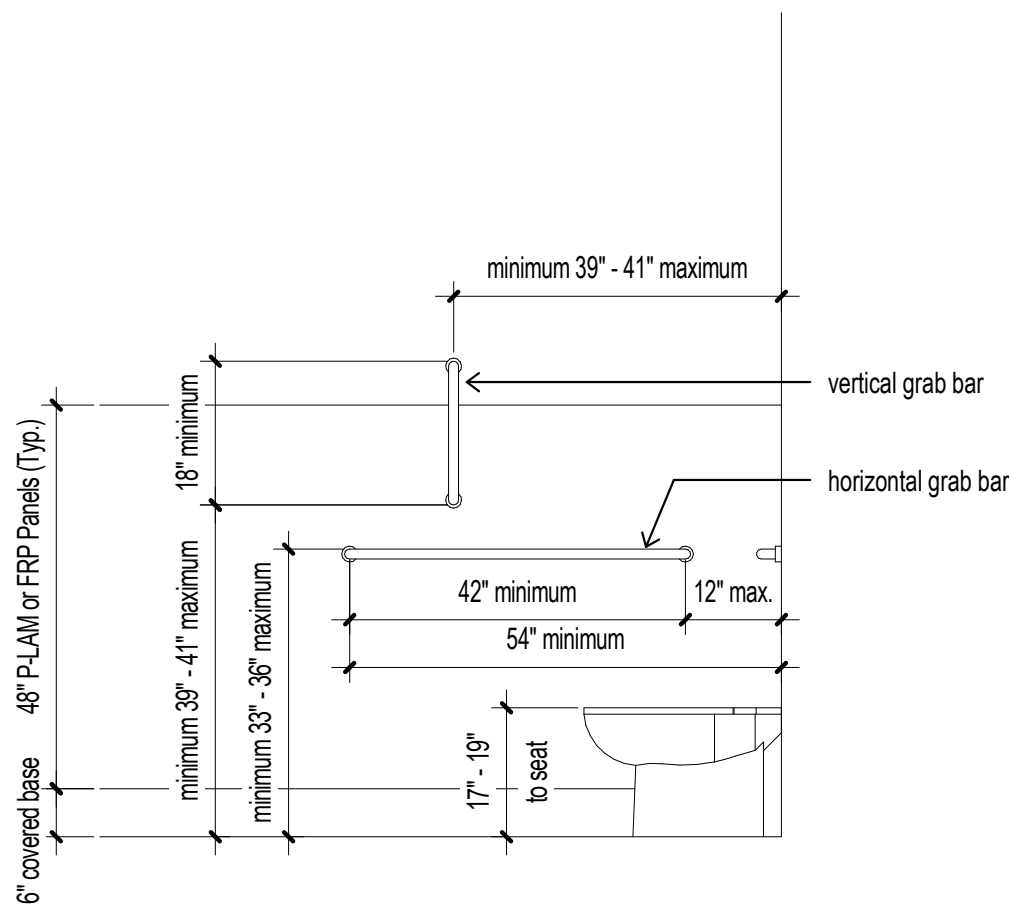
4 ADA Towel and Waste Unit
1/2" = 1'-0"



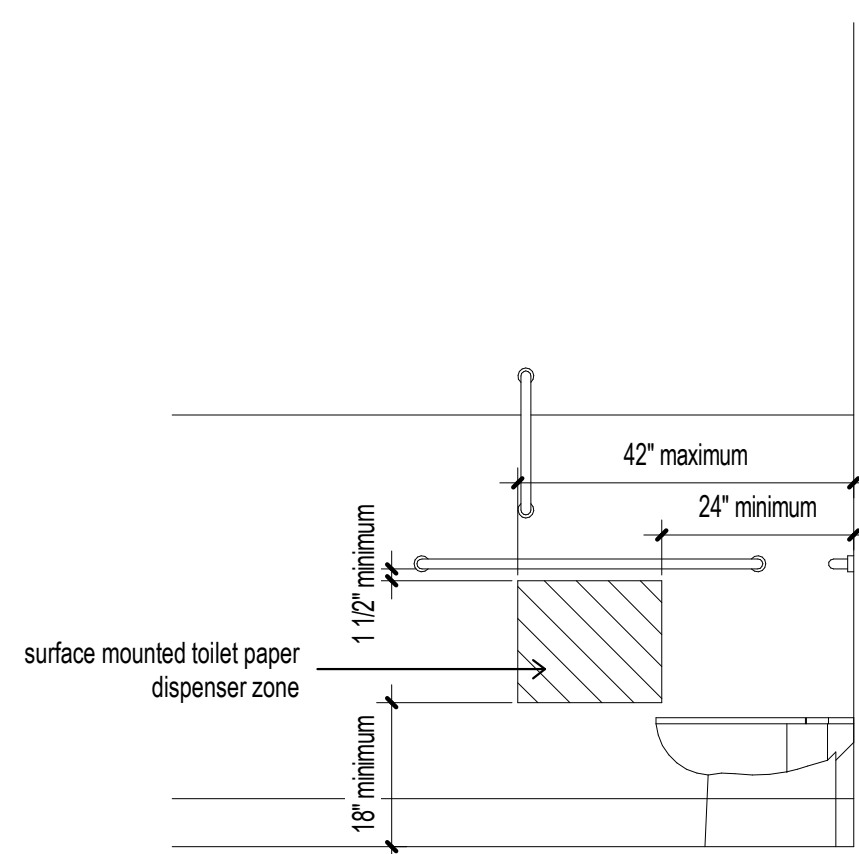
5 ADA Wall Item Heights
1/2" = 1'-0"



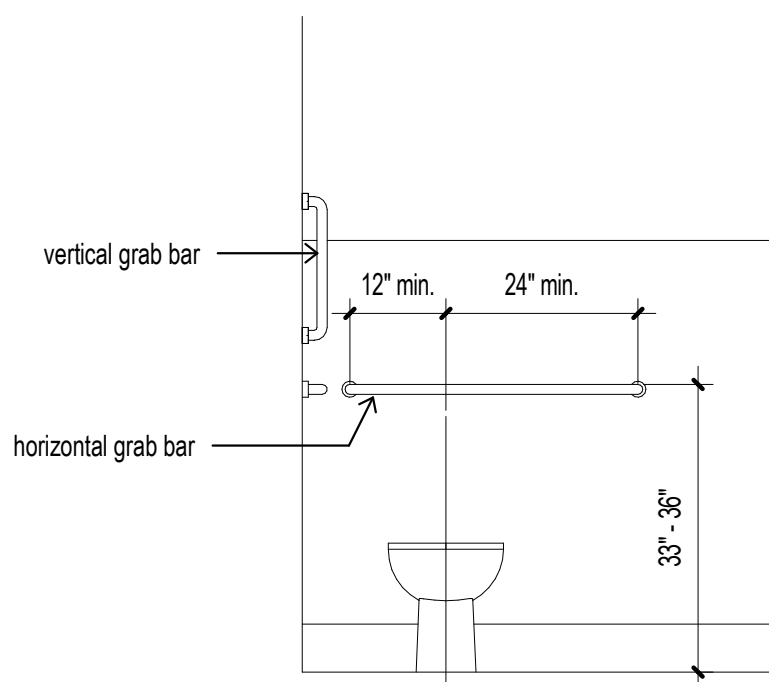
6 ADA Shower Clearances
1/2" = 1'-0"



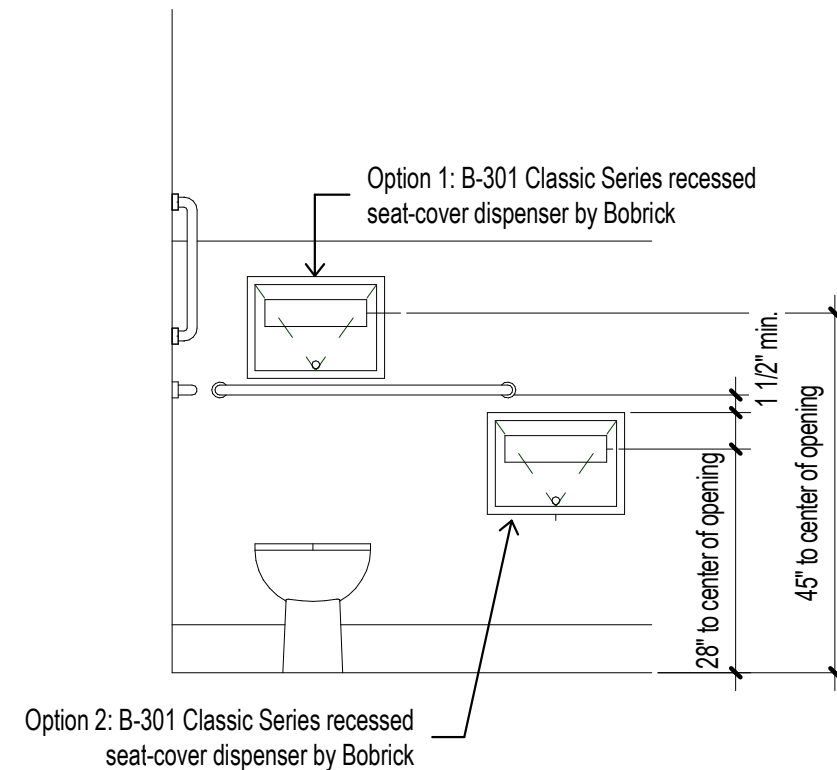
7 ADA Toilet Side Elevation- Grab Bars
1/2" = 1'-0"



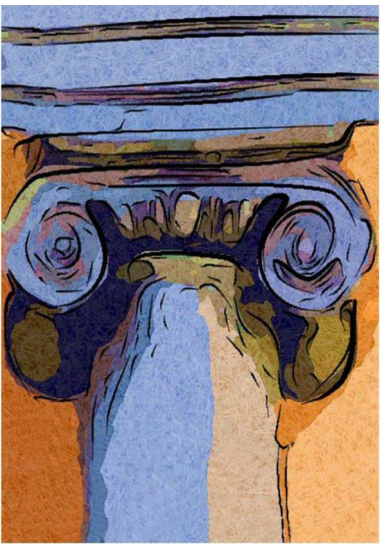
8 ADA Toilet Side Elevation- Fixtures
1/2" = 1'-0"



9 ADA Toilet Rear Elevation- Grab Bars
1/2" = 1'-0"



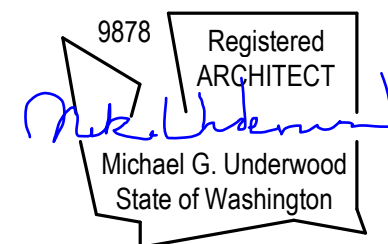
10 ADA Toilet Rear Elevation- Fixtures
1/2" = 1'-0"



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expires 9-22-19

Permit Set

Project name:
**Wastewater
Treatment Plant
Restrooms
500 T Ave.**

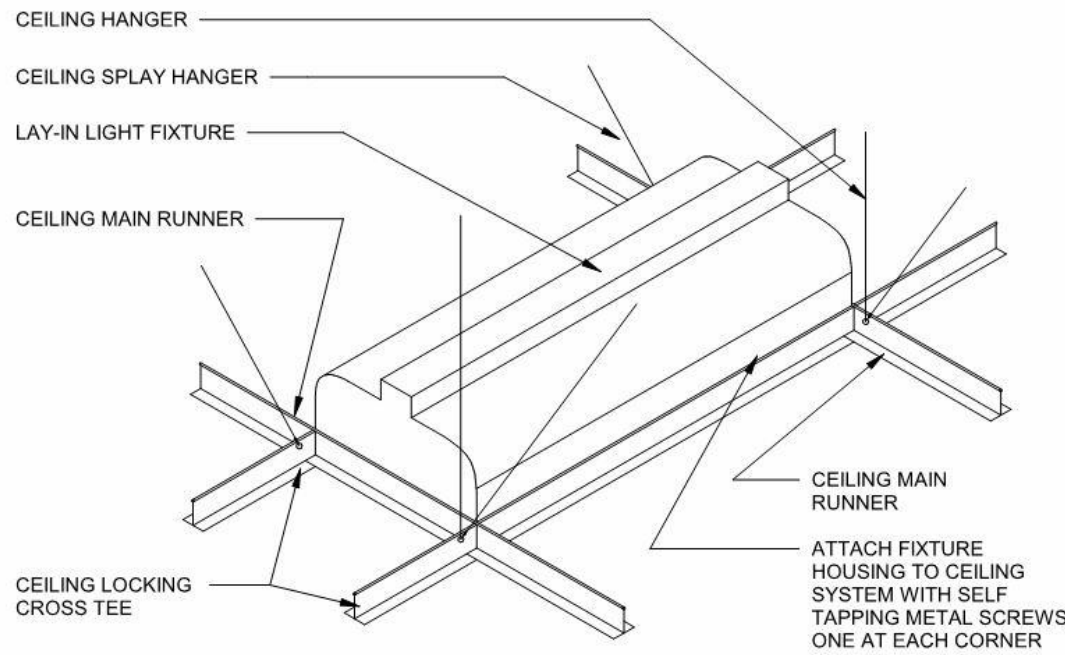
Project: WWT2018
Issue Date: 4.7.2019

Revisions		
No.	Date	Description

ADA Details & Clearances

A6.1

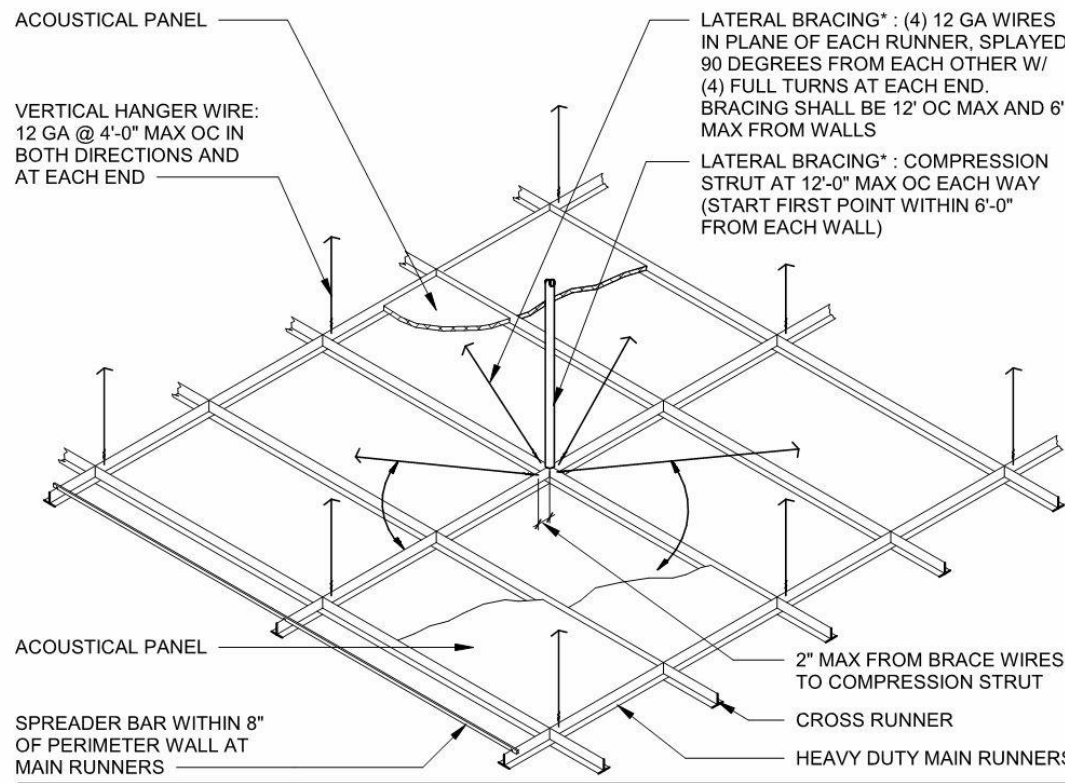
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NOTE:
LATERAL BRACING FOR SUSPENDED CEILING MUST BE PROVIDED PER IBC REQUIREMENTS WHERE LOADS ARE LESS THAN 5 POUNDS PER FOOT AND NOT SUPPORTING INTERIOR PARTITIONS. CEILING BRACING SHALL BE PROVIDED BY FOUR No. 12 GAUGE WIRES SECURED TO THE MAIN RUNNER INTERSECTION AND SPAYED 90° FROM THE PLANE OF THE CEILING. THESE HORIZONTAL RESTRAINT POINTS SHALL BE IN BOTH DIRECTIONS, WITH THE FIRST POINT WITHIN 4'-0" FROM EACH WALL. ATTACHMENT OF THE RESTRAINT WIRES TO THE STRUCTURE ABOVE SHALL BE ADEQUATE FOR THE LOAD IMPOSED. INSTALL TWO ADDITIONAL WIRES AT OPPOSITE CORNERS (MAY BE SLACK) OF LIGHT FIXTURE HOUSING AND ATTACHMENT OF CEILING REGISTERS WITH SAME.

3 Lay-In Light Fixture

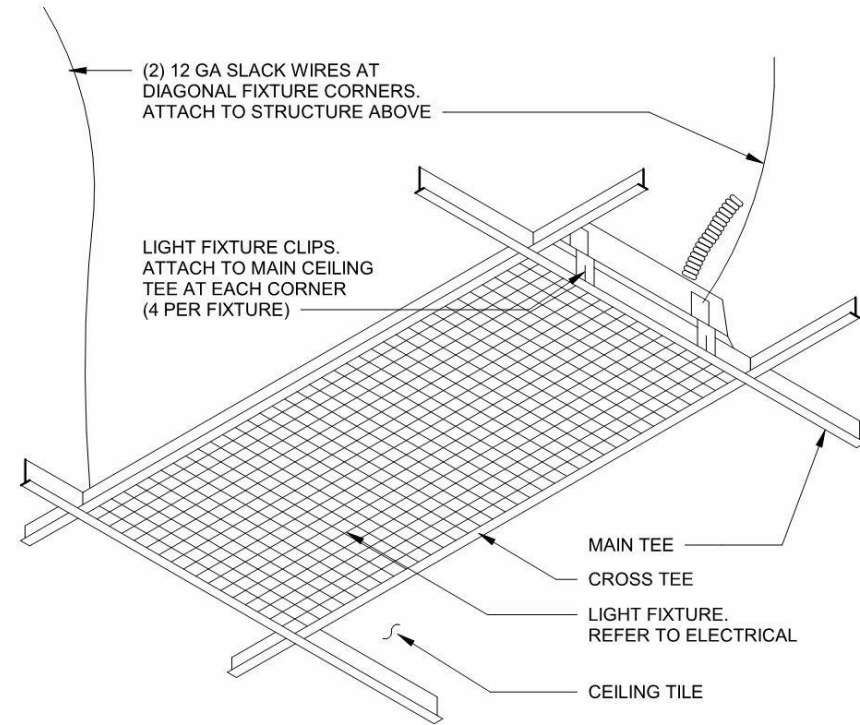
1/2" = 1'-0"



* NOTE: LATERAL BRACING IS NOT REQUIRED FOR CEILINGS LESS THAN 1,000 SQUARE FEET PROVIDED THEY ARE SURROUNDED BY FOUR WALLS AND BRACED TO STRUCTURE.

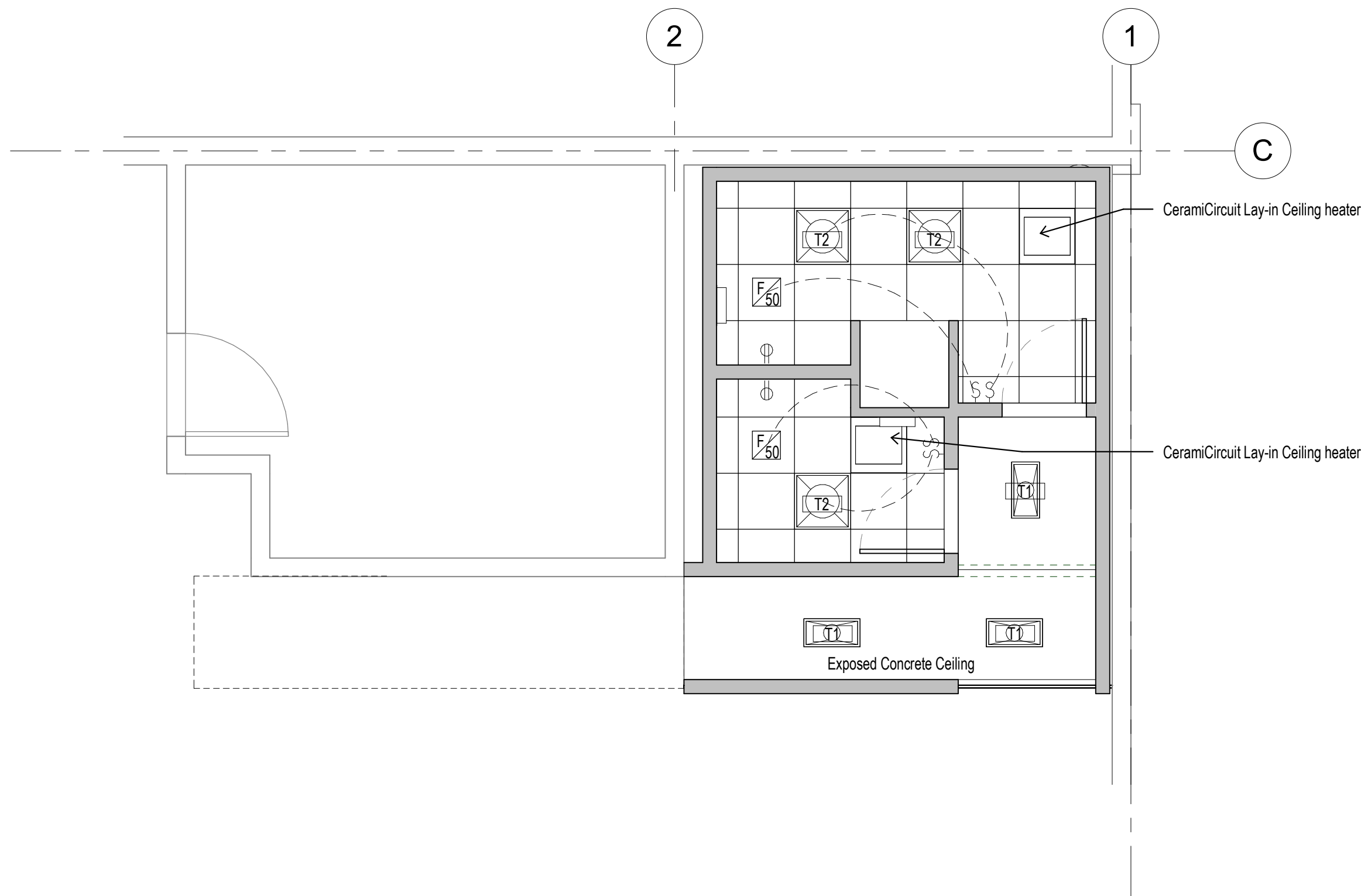
2 Bracing at Suspended Ceiling

1/2" = 1'-0"



4 Seismic Fastening at Light Fixture

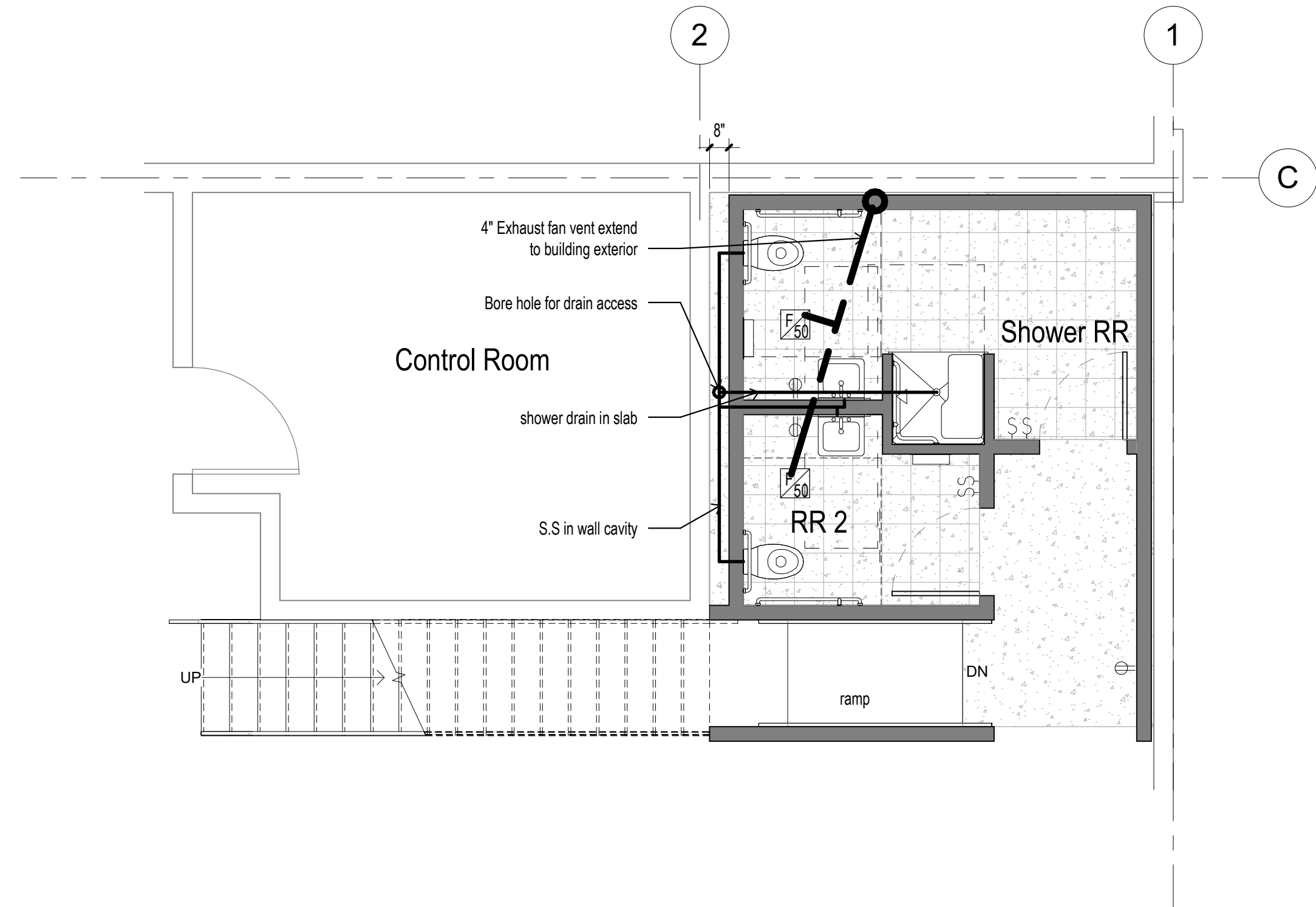
1/2" = 1'-0"



1 A6- Reflected Ceiling Plan

1/4" = 1'-0"

Interior Lighting Fixture Schedule								
Type Mark	Type Comments	Count	Lamp	Wattage	Lamps	Wattage Totals	Manufacturer	Model
T1	1x2- 2 LED Lamps- Non-Dimmable fixture	3	T-12	80 W		0 W		
T2	2x2' Troffer Light - Non-Dimmable Fixture	3	T-12	40 W		0 W	Columbia Lighting	EMX22-217g-m523-s-e104-u
Grand total: 6						0 W		



5 A6 - Mechanical Plan

1/4" = 1'-0"



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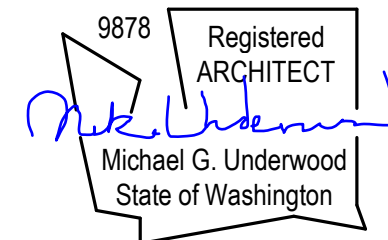
Reflected Ceiling Plan Notes:

1. Suspended Ceiling: The suspended ceiling shall be adequately designed & supported for seismic forces per code. Light fixtures of 56 lbs or less shall be independently supported by 2 or more #12 ga. wires, fixtures weighing more than 56 lbs shall be supported directly from the structure above by approved hangers, pendant hung light fixtures shall be supported directly from the structure above w/ #12 ga. wires. Seismic pods shall be 12 ft on center each way and within 4 feet of perimeter walls.

2. It is the responsibility of the suspended ceiling contractor to verify callouts, locations, types, quantities and other items as pertains to successful completion of installation. This person is to make the architect, owner, general contractor aware of additional requirements or alternate methods or materials as it pertains to the system.

3. Center suspended ceiling grids within overall dimension of rooms/hallways and provide equal dimensions at edge of outmost walls and/or soffits, unless noted otherwise.

4. At suspended acoustical ceilings, center light fixtures, diffusers, speakers, fire sprinkler heads, alarms, detectors, etc. within tiles, unless noted otherwise.



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**Wastewater
Treatment Plant
Restrooms
500 T Ave.**

Project: WWT2018

Issue Date: 4.7.2019

Revisions		
No.	Date	Description

Reflected Ceiling & Mechanical Plan

A6.2

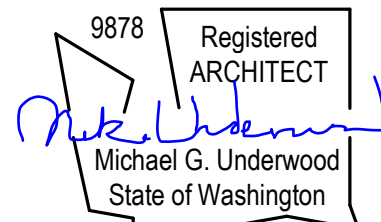
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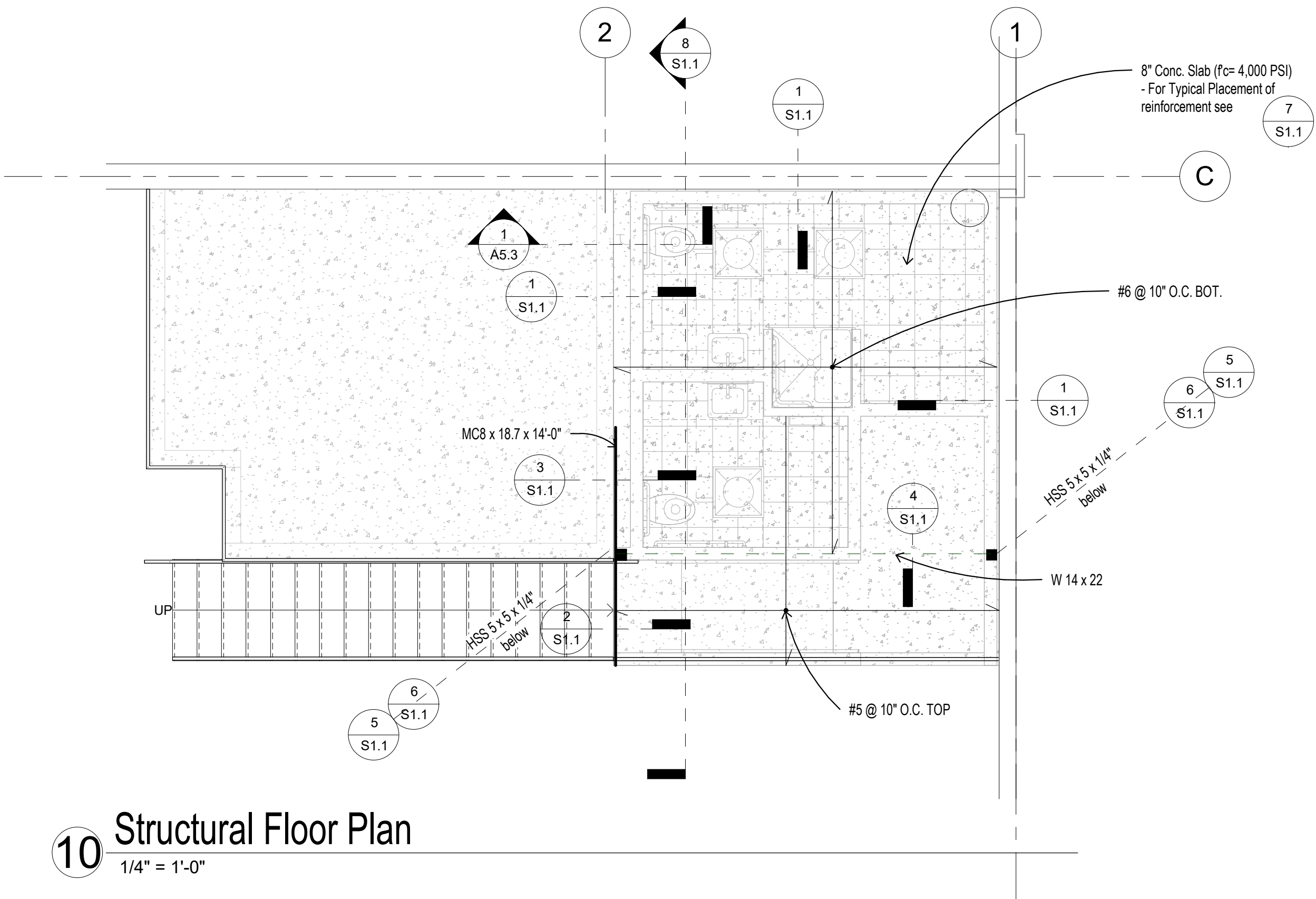
Project: WWT2018
Issue Date: 4.7.2019

Revisions		
No.	Date	Description

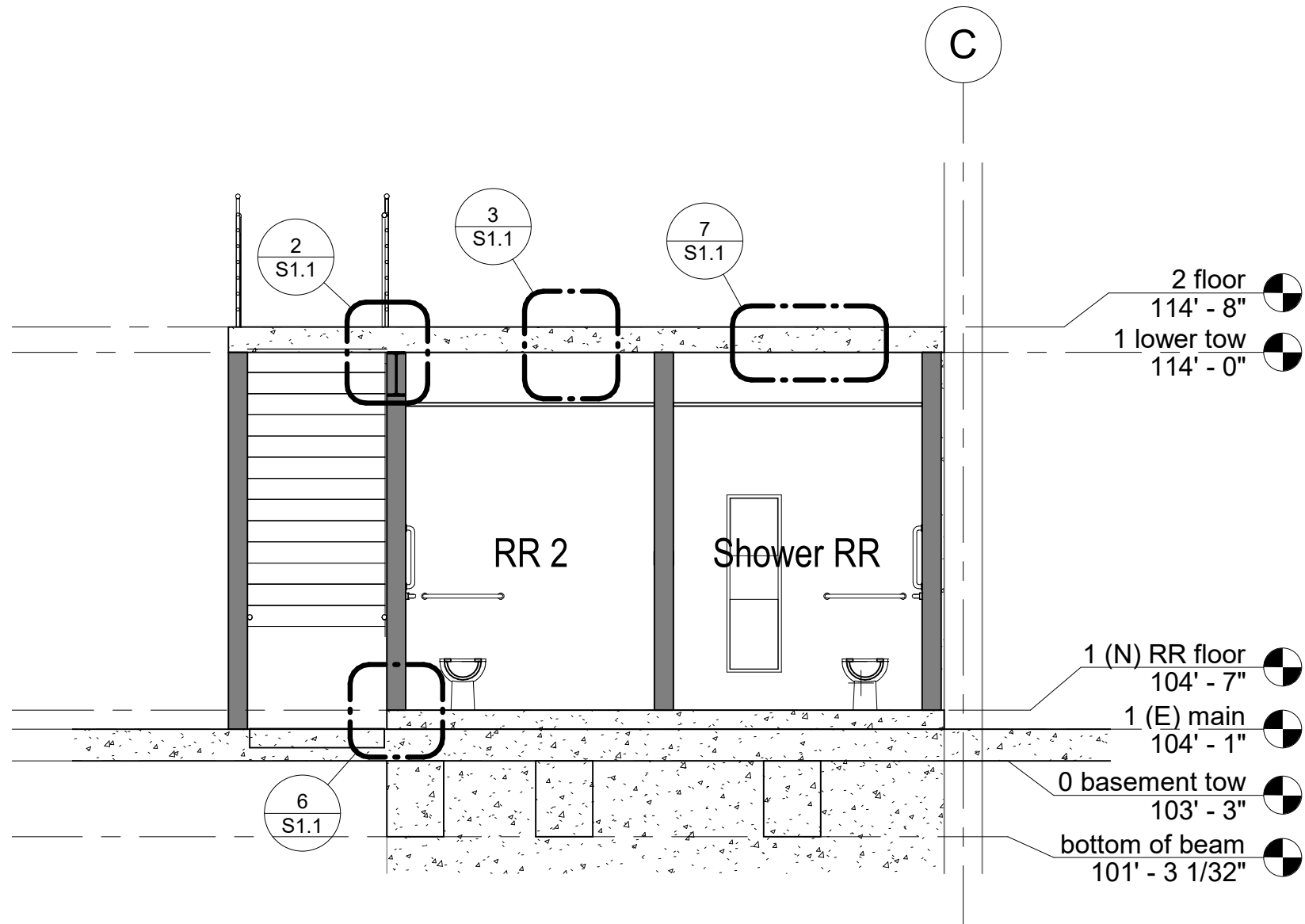
Structural Ceiling Plan & Details

S1.1

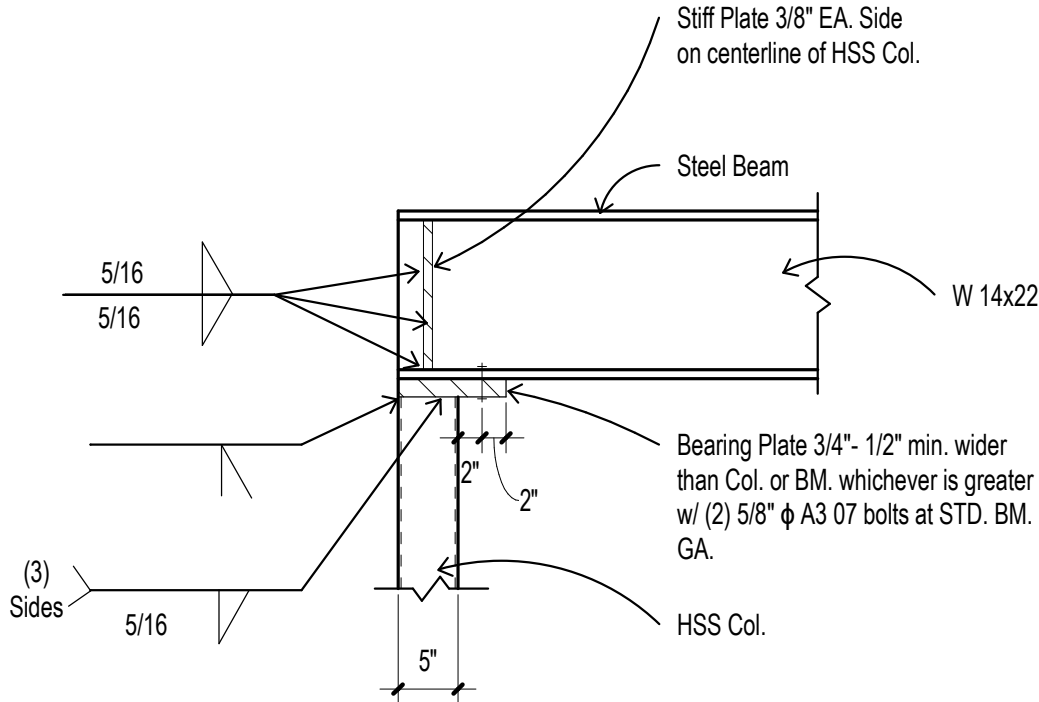
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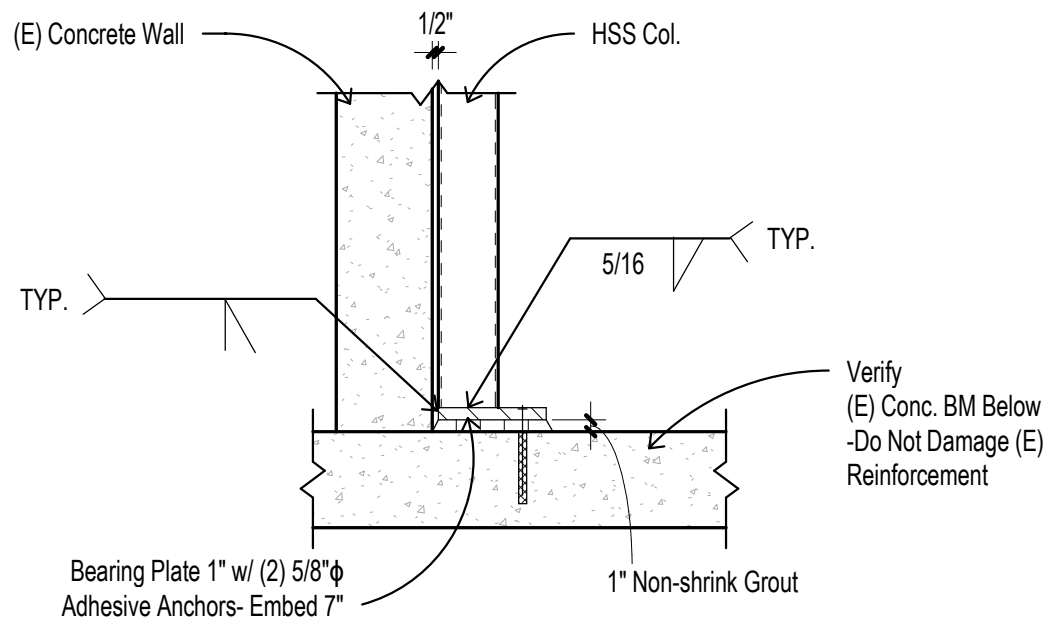
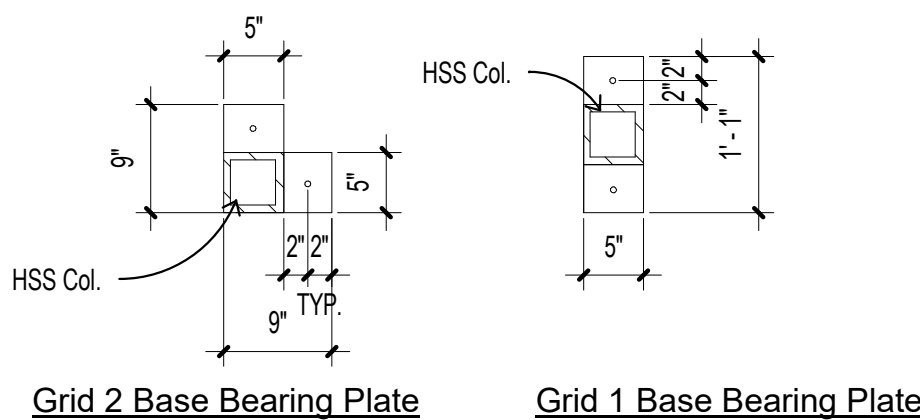
10 Structural Floor Plan
1/4" = 1'-0"



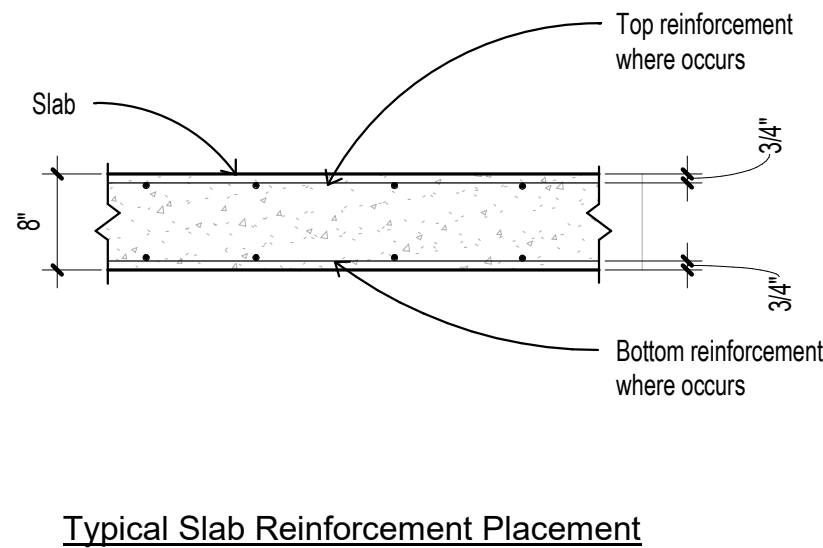
8 Structural Ceiling Section
1/4" = 1'-0"



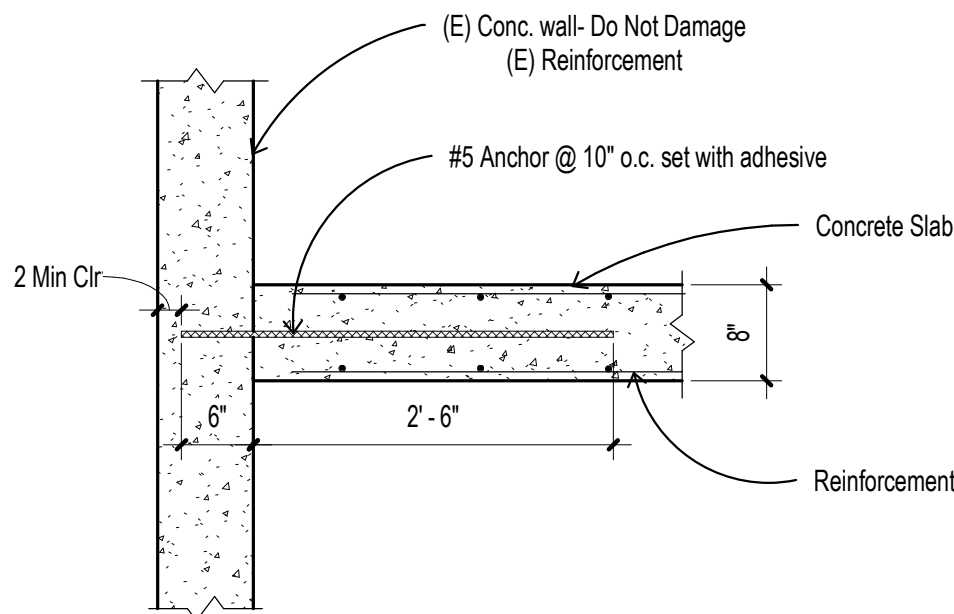
5 Section 5
3/4" = 1'-0"



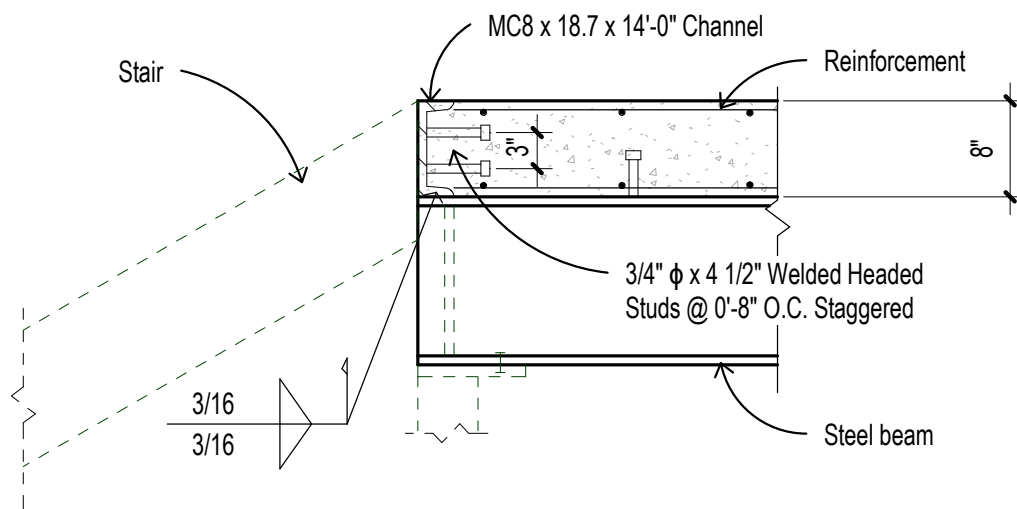
6 Structural Detail
3/4" = 1'-0"



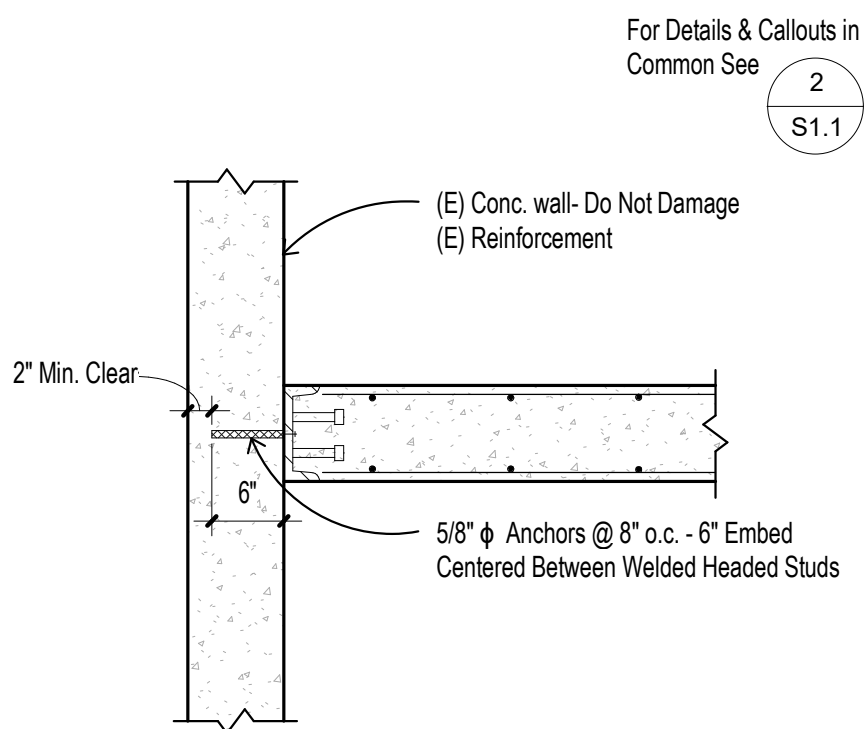
7 Section 7
3/4" = 1'-0"



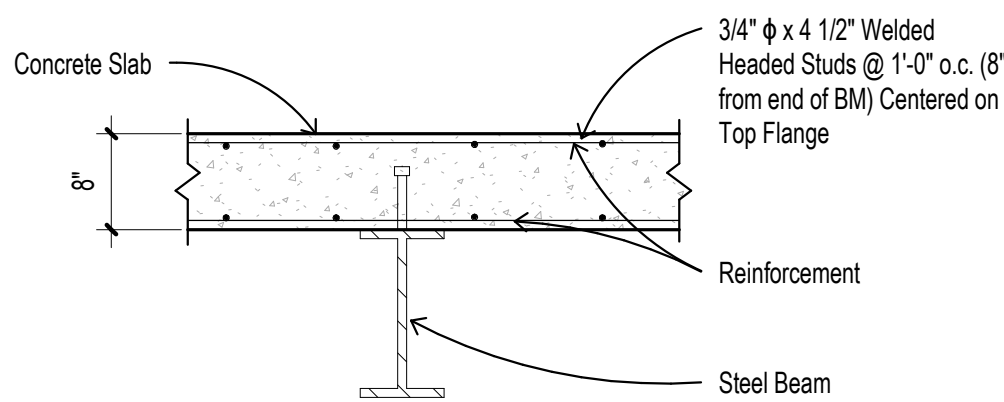
1 Section 1
3/4" = 1'-0"



2 Section 2
3/4" = 1'-0"



3 Section 3
3/4" = 1'-0"



4 Section 4
3/4" = 1'-0"



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DIVISION 01 - GENERAL REQUIREMENTS

Quality Assurance: The following specification information describes the level of quality, type, and establishes the minimum standard for materials and products to be used for this project. If a specific material is not identified below, the material shall be equivalent to the building standard (materials used predominantly throughout the facility) for type, quality, and finish.

Installation of Building Components and Materials: Install materials and products in accordance with the manufacturer's installation instructions, specifications, standard details and workmanship requirements. Request clarification from the Architect if there are discrepancies between the contract documents and the manufacturer's instructions prior to commencing work.

References and Standards: All work and products shall comply with current codes and standards including more rigid standards imposed by applicable Local Jurisdictions having authority, State Amendments, or adopted building codes.

Interior Building Preparation: Provide barriers to protect the public from any potentially unsafe conditions and from damage and / or dust from construction operations.

DIVISION 02: EXISTING CONDITIONS

Protect all existing surfaces to remain

DIVISION 03: CONCRETE

033000 Cast-In-Place Concrete
See 10/S1.1

DIVISION 05: METALS

051200 Structural Steel Framing
See S1.1

055100 Metal Stairs
Tubular galvanized elements, see 1/A5.3

055213 Pipe and Tube Railings
Tubular galvanized elements, see A5.3

DIVISION 06: WOOD, PLASTICS, AND COMPOSITES

066400 Plastic Paneling
Plam: Crane Composites or equal, Glasbord, color: Embossed White 85

DIVISION 07: THERMAL & MOISTURE PROTECTION

072100 Thermal Insulation
R-21, R-49 batt insulation as noted on plans

079200 Joint Sealants
Provide joint sealers at all locations necessary for a tight and protected location

DIVISION 08: OPENINGS

081113 Hollow Metal Doors and Frames
Materials:
1. Timely Metal Frames, S-Series (20 gauge), color: as selected by owner
2. Interior Doors: Trudoor, Flush Metal Door, color: as selected by owner

087100 Door Hardware
Locks: Schlage ND73PD Corridor Lock or equal, satin chrome
Interior Hinges: 652 finish
Door Closers: Arrow 500 series
Protection Plates: Ives
Stops: Ives
Silencers: Ives

088300 Mirrors
Bobrick Channel-Frame, 18"W x 30"H

DIVISION 09: FINISHES

092216 Non-Structural Metal Framing
3 1/2" and 5 1/2" metal studs, 20 ga w/ adjustable head and sill tracks

092900 Gypsum Board
Material: Use 5/8" type X moisture resistant gypsum board on interior walls

095123 Acoustical Tile Ceilings
2x2 panels, Armstrong, Cortega Lines

096513 Resilient Base and Accessories
Mannington or equal, Type TS, 6", color: Moonbeam 050

096516 Resilient Sheet Flooring
Mannington or equal, Assurance III, color: Hailstone 16350

099100 Painting
Paint Manufacturers: Acceptable manufacturers are; Sherwin Williams, or approved equal.

Protection:
1. Protect all finish surfaces and elements surrounding the work of this section from overspray, damage or disfiguration.
2. Maintain floor surfaces free from paint and spills using heavy paper or other method.

Schedule - Paint Systems
1. Sheen on finish coats shall be Semi-gloss
2. Extra Materials: Furnish 1 gallon of each paint type and color used.

Gypsum Board:
a. Interior:
1) First Coat: Waterborne primer / sealer.
2) Second Coat: Interior latex.
3) Third Coat: Interior latex.
4) Application: Spray and backroll
b. Color: Sherwin Williams, as selected by owner

DIVISION 10: SPECIALTIES

101400 Signage
Compliance Signs or equal, see 3/A6.1

102800 Toilet, Bath, and Laundry Accessories (see plan for sizes and typ. locations)
Seat Cover Dispenser: Bobrick, Classic Series
Toilet Paper Dispenser: Bobrick, Classic Series
Sanitary Napkin Disposal: Bobrick, Classic Series
Grab Bars: Bobrick, B-6806 Series, B-68616 Series
Recessed Convertible Paper Towel Dispenser/Waste Receptacle: Bobrick, Classic Series
Surface Mounted Soap Dispenser: Bobrick, Classic Series
36"x36" Transfer Shower: Freedom Showers or equal, APF3838BF4P.5
Shower Bench: Freedom Showers or equal, 18"x15" Folding bench with legs, color: white
Shower Curtain: Freedom Showers or equal, Weighted vinyl, color: white

DIVISION 22: PLUMBING

220700 Plumbing Insulation
R-10 insulation around all water pipes

221313 Sanitary Sewer
Connect new work with existing SS located at floor below

223300 Electric Domestic Water Heaters
Rheem or equal, 20 gal, 2000-Watt

224000 Plumbing Fixtures
Toilet: American Standard or equal, Priolo 1.1-1.6 gpf ADA EverClean, Model 3695.001.020, color: white
Toilet Flush Valve: American Standard or equal, Model 6047.121.002
Toilet Seat: American Standard or equal, Heavy Duty Commercial, Model 5901.100SS.020, color: white
Sink: American Standard or equal, Declyn Model 0321.026.020, color: white
Sink Faucet: American Standard or equal, Monterrey Single Control, Model 6114.110.002 color: polished chrome
Shower Faucet: Freedom or equal, Handheld Shower Kit with Glide Bar, APFHHGBLS
Shower Valve: Freedom or equal, Pressure Balanced Mixing Valve, APFMVLS

DIVISION 23: HEATING VENTILATING & AIR CONDITIONING

233423 HVAC Power Ventilator
NuTone or equal, 50 CFM, Ceiling Mount

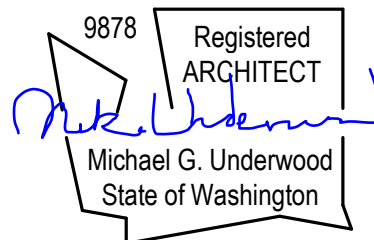
238239 Unit Heaters
Ceramicircuit or equal, ceiling lay-in heater

DIVISION 26: ELECTRICAL

260923 Lighting Control Devices
Leviton or equal

262726 Wiring Devices
Leviton or equal

265000 Lighting
See Interior Lighting Fixture Schedule, A6.2



expires 9-22-19

Permit Set

Project name:
**Wastewater
Treatment Plant
Restrooms
500 T Ave.**

Project: WWT2018
Issue Date: 4.7.2019

Revisions		
No.	Date	Description

Outline
Specification

SP1

8/6/2019 1:08:57 PM



City Council Contract Agenda Bill

Meeting Date: 11/25/2019 **Agenda Item:** 5e

Subject: Contract Award – Fidalgo Avenue Culvert Repair – Design #19-191-STM-001

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$64,131.00 to GeoEngineers, Inc. to perform the design of the Fidalgo Avenue Culvert Repair project. The work provided for this project will include geotechnical engineering, survey, design, plans preparation, specification preparation, engineering estimate for construction, with a final deliverable of a bid ready document package for the project.

Background:

1. **History:** Based on video inspection completed by the City of Anacortes (City), the existing pipe is severely damaged approximately 15 feet from the inlet, with visible displacement and separation of the pipe joints. The pipe also has significant deterioration at the northern extent of the pipe, north of 39th Street. The Public Works Department plans to replace a portion of the existing culvert beginning at a steep embankment fill at the southern inlet, and extending approximately 300 feet to the north side of Fidalgo Avenue. The culvert replacement will include installation of a new headwall at the inlet and new manhole structure adjacent to Fidalgo Avenue. The northern portion of the pipe will also likely require repairs, but repair/replacement is not included in this scope at this time.
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$64,131.00.
 - The period of performance under this Agreement is through December 31, 2020.
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, after which a price was negotiated.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 19-191-STM-001 with GeoEngineers, Inc. in the amount of \$64,131.00 to perform the Fidalgo Avenue Culvert Repair – Design.

Alternative Actions: Not award the contract

Attachments: Location photo, Contract 19-191-STM-001

Contractor	GeoEngineers, Inc.
Contract Amount	\$64,131.00
Earmarked Funds	\$300,000.00
BARS #	445.770.594.31.60
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/20

Fidalgo Avenue Culvert Repair Location





CONTRACT 19-191-STM-001
Between
THE CITY OF ANACORTES
AND
GEOENGINEERS, INC.

Fidalgo Avenue Culvert Repair – Design

This Agreement, hereinafter referred to as "Agreement", 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 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 services as described in Exhibit A, which is hereby incorporated by reference and made a part hereof. Work shall be performed under the direction of Eric Shjarback, Project Manager, who may be reached at (360) 299-1980 erics@cityofanacortes.org.
 2. **Price.** The services provided under this Agreement shall be reimbursed on a time-and-materials (T&M) basis not-to-exceed **Sixty-Four Thousand One Hundred Thirty-One Dollars (\$64,131.00)**. The billable rates for services provided shall be in accordance with Article 4 Payment Terms.
 3. **Period of Performance.** The period of performance under this Agreement is from inception through December 31, 2020. Inception is defined as the date the Agreement is fully-executed.
 4. **Payment Terms.** Progress payments under this contract shall be based upon the Consultant's cataloged rates as listed within Exhibit A, Schedule of Charges-2019 which is attached hereto and incorporated herein by reference.
 5. **Subcontracts.** The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed sub Consultant, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –
 - (1) of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this Agreement,; or
 - (3) To relieve the Consultant of any responsibility for performing this Agreement.
- 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 sub Consultant 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.
6. **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.

7. **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 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@cityofanacortes.org

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.

8. **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.

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

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

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

12. **Defense and Indemnity Agreement.** 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. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. **General and Professional Liability Insurance.**

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. 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 Consultants 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.

G. Verification of Coverage: Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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.

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

15. **Inspection.** The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute the Consultant may appeal to the City Attorney, whose decision shall be final. The Consultant shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the

terms of the Agreement. Nothing herein contained shall be taken to relieve the Consultant of his/her obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for its own methods and conduct during the period of performance.

16. **Standard of Care.** The Consultant represents that Consultant has 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 engineering 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

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

18. **Consultant is an Independent Consultant.** The parties intend that an independent Consultant 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 sub Consultants during the performance of this Agreement.

19. **Acceptance.** Consultant 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 Consultant. These General Provisions supersede all conflicting or additional terms pre-printed on any purchase order, quote, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

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

21. **Right to Terminate Agreement.**

A. Termination for Default: If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, 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. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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

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

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

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

26. **Disputes**

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

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

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

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

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

party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City.

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

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

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

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

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

CITY:

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

CONSULTANT:

GeoEngineers, Inc.
Robert Gordon, Principal
600 Dupont Street
Bellingham, WA 98225

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 s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

CITY OF ANACORTES

GEOENGINEERS, INC.

By _____
Laurie Gere, Mayor

By _____

Date _____

Title _____

Date _____

COA CONTRACT 19-191-STM-001
EXHIBIT A



600 Dupont Street
Bellingham, Washington 98225
360.647.1510

November 15, 2019

City of Anacortes
904 6th Street
Anacortes, Washington 98221

Attention: Eric Shjarback, PE

Subject: Scope and Fee Estimate
Geotechnical and Civil Engineering Design Services
Fidalgo Avenue Culvert Repair
Anacortes, Washington
File No. 0382-041-00

INTRODUCTION AND PROJECT UNDERSTANDING

GeoEngineers, Inc. (GeoEngineers) is pleased to present this scope and fee estimate for geotechnical and civil engineering design services for replacement of an existing failing drainage culvert located south of Fidalgo Avenue just east of Commercial Avenue in Anacortes, Washington. GeoEngineers visited the site on October 8, 2019 to evaluate surficial soil conditions, which included documentation of surface settlement and cracks interpreted to be related to the failing culvert and/or culvert backfill. A summary of our observations was provided in a Field Report of that same date. Based on video inspection completed by the City of Anacortes (City), the existing pipe is severely damaged approximately 15 feet from the inlet, with visible displacement and separation of the pipe joints. The pipe also has significant deterioration at the northern extent of the pipe, north of 39th Street.

We understand that the City plans to replace a portion of the existing culvert beginning at a steep embankment fill at the southern inlet, and extending approximately 300 feet to the north side of Fidalgo Avenue. The culvert replacement will include installation of a new headwall at the inlet and new manhole structure adjacent to Fidalgo Avenue. The northern portion of the pipe will also likely require repairs, but repair/replacement is not included in this scope at this time.

The City has requested that GeoEngineers serve as the prime consultant for this design effort. We have teamed with Wilson Engineering to provide surveying and civil engineering services. The purpose of our services is to develop engineering plans and specifications for the project suitable to solicit bids from contractors for the culvert replacement. Our proposed scope of services is discussed below.



SCOPE OF SERVICES

Task 100 – Preliminary Site Visit and Scope Development (Completed)

1. Complete a brief site reconnaissance of the project area. The reconnaissance will include a site walk and meeting with City personnel, and review of conditions that can be observed from the ground surface.
2. Review pipe inspection reports provided by the City.
3. Participate in a conference call regarding potential repair options and strategies.
4. Develop scope for evaluation, design, plan and specification preparation.

Deliverables

- Field Report, PDF
- Culvert Replacement Design Scope and Fee Estimate

Task 200 – Geotechnical Exploration and Design

1. Collaborate with Wilson Engineering and the City to determine boring locations. Locate the borings in the field and call the state “dial-before-you-dig” contractor number to clear utility locations prior to the explorations.
2. Advance two borings, one at the top of the slope near the pipe inlet/proposed headwall, and another at the proposed manhole location north of Fidalgo Avenue. We have assumed that the borings will extend to a depth of approximately 30 to 35 feet at proposed locations and a total of approximately 65 feet of drilling. We assume that the drilling will be located outside of roadway travel lanes and will not require traffic control for safety. We anticipate that the field explorations will take 1 day to complete.
3. Conduct analysis and evaluation of pertinent physical and engineering characteristics of the site soils based on laboratory tests performed on samples obtained from the borings. We have assumed that laboratory testing will include determination of soil moisture content, Atterberg limits, and grain size distribution as applicable to the soils encountered.
4. Conduct engineering analysis and prepare recommendations for the following:
 - a. Discussion of considerations regarding applicability of City critical areas ordinance (CAO) related to geohazards.
 - b. Complete slope stability analysis of the slope at pipe inlet (southern extent of project).
 - c. Provide allowable lateral soil bearing pressures for structural headwall design.
 - d. Provide recommendations for manhole foundation construction including excavation and dewatering requirements, and subgrade stabilization, if necessary.
 - e. Provide a discussion of pavement reconstruction options, including recommended minimum pavement section.
 - f. Provide specific recommendations for earthwork including site preparation, use of on-site soils for structural fill, gradation criteria for imported soils, compaction criteria for pavement support, and temporary excavations.

5. Provide a geotechnical report with our conclusions and recommendations. Exploration logs, a site plan, and any supporting test data will be included.

Assumptions

The following assumption was made in development of this scope:

- City will coordinate necessary right-of-way (ROW) permits and waive associated fees.

Deliverables

- Draft and Final; Geotechnical Design Report, PDF.

Task 300 – Survey and Civil Engineering

GeoEngineers will subcontract survey and civil engineering services to Wilson Engineering per attached scope and fee. Services will include:

- Task project management
- Site survey and base map preparation
- Preliminary design plans and cost estimate at 60 percent level
- Final design plans, specifications and cost estimate at 100 percent level
- Downstream culvert repair evaluation

Deliverables

- 60 percent Plans and Cost Estimate, Draft and Final; PDF
- 100 percent Plans, Specifications, and Cost Estimate, Draft and Final; PDF
- Downstream Culvert Repair Evaluation Memorandum, Draft and Final; PDF

Task 400 – Team Collaboration and Project Management

1. Collaborate with the design team via conference call meetings as needed. We have budgeted for up to 8 hours of time for this task.
2. Project management, including managing files, maintain budget records and prepare project invoices.
3. Maintain communication with City regarding project progress.

TERMS, FEE ESTIMATE, AND SCHEDULE

We have completed Task 100 based on verbal notice to proceed. We assume that the professional services listed above will be authorized by separate City contract with GeoEngineers. Our services will be completed in accordance with City of Anacortes contract terms and our attached Schedule of Charges. Our estimated fee for this project is \$64,131 as detailed in the attached cost breakdown and summary table below. We will keep you apprised of project status and conditions that may significantly affect our scope and estimate.



Task	Estimated Fee
Task 100 – Preliminary Site Visit and Scope Development (Completed)	\$4,634
Task 200 – Geotechnical Exploration and Design	\$15,675
Task 300 – Survey and Civil Engineering	\$39,674
Task 400 – Team Collaboration and Project Management	\$4,148
Estimated Total	\$64,131

Schedule of Charges – 2019

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/Analyst	\$	101/hour
Staff 1 Engineer	\$	105/hour
Staff 2 Scientist/Analyst	\$	113/hour
Staff 2 Engineer	\$	117/hour
Staff 3 Scientist/Analyst	\$	132/hour
Staff 3 Engineer	\$	137/hour
Engineer/Scientist/Analyst 1	\$	155/hour
Engineer/Scientist/Analyst 2	\$	160/hour
Senior Engineer/Scientist/Analyst 1	\$	166/hour
Senior Engineer/Scientist/Analyst 2	\$	180/hour
Associate	\$	200/hour
Principal	\$	217/hour

Technical Support Staff

Administrator 1	\$	69/hour
Administrator 2	\$	81/hour
CAD Technician	\$	81/hour
CAD Designer	\$	93/hour
CAD Design Coordinator	\$	127/hour
Technician	\$	73/hour
Senior Technician	\$	83/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony 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. Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Quality Equipment, per day	\$	158.00
Air Sparging Field Test, per day	\$	525.00
Construction Monitoring Equipment	\$	26.00
Continuous Recording Data Logger, per day	\$	315.00
Environmental Exploration Equipment, per day	\$	158.00
Field Data Acquisition Equipment, per day	\$	50.00
Field water quality testing equipment, per day (1 day min.)	\$	84.00
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	\$	131.00
Groundwater Development and Sampling Pumps, per day (1 day min.)	\$	105.00
Groundwater Monitoring Equipment, per day	\$	231.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$	11.00
pH Meter, per day	\$	16.00
Single Channel Data Logger, per logger, per day (1 day min.)	\$	105.00
Slope Indicator, per day (1 day min.)	\$	210.00
Survey equipment, Porter sampling gear and Dynamic cone sounding equipment, per day	\$	37.00
Vapor Extraction Field Test, per day	\$	525.00
Vehicle usage, per mile (current IRS rate), or \$50/day, whichever is greater	\$	IRS Rate
Vehicle - 4-wheel drive truck, per day (1 day min.)	\$	84.00
Water Disposal Equipment, per use, per day	\$	53.00
Water Quality Equipment, per day	\$	131.00

Specialized and miscellaneous field equipment, at current rates, list available upon request.

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.

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.

Project Cost Estimate
Geotechnical Services
Fidalgo Avenue Culvert Repair
Anacortes, Washington

Proj No: 0382-041-00
 Date: 15-Nov-19
 Revised:
 Prepared By: AJH
 Mark-up 4%
 APC 0%

ESTIMATED LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2019 Local Agency											TOTAL HOURS	Labor Total	APC 0%	Expenses	Subs (incl markup)	Total
	Princ \$217	Assoc \$200	Senior 1 \$166	Engr 2 \$160	Engr 1 \$155	Staff 3 Engr \$137	Staff 2 Engr \$117	Sr. Tech \$83	CAD Tech \$81	Admin 2 \$81	Admin 1 \$69						
Task 100 - Preliminary Site Visit and Scope Development																	
Site Reconnaissance		2	4									6	\$1,064	\$0	\$78		\$1,142
Field Report		1	2									3	\$532	\$0			\$532
Review pipe inspection reports		1	2									3	\$532	\$0			\$532
Scoping conference call		1	2									3	\$532	\$0			\$532
Scope Development and project setup		3	6							2	2	13	\$1,896	\$0			\$1,896
												0	\$0	\$0			\$0
Task 200 - Geotechnical Exploration and Design																	
Coordinate Boring/Core Locations with Team		1	2									3	\$532	\$0			\$532
Coordinate Subcontractors			2				2			3	1	8	\$878	\$0			\$878
Site Visit and Utility Locate			2				6					8	\$1,034	\$0	\$78		\$1,112
Field Explorations			1			12						13	\$1,810	\$0	\$228		\$2,038
Subcontracted Driller												0	\$0	\$0		\$3,640	\$3,640
												0	\$0	\$0			\$0
Laboratory Testing/Log Preparation		1	2					8		2		13	\$1,358	\$0			\$1,358
Engineering Analysis		2	4				8		4	2		20	\$2,486	\$0			\$2,486
Report Preparation		4	8				8		4	3		27	\$3,631	\$0			\$3,631
Task 300 - Survey, Civil Engineering, PSE's																	
Wilson Engineering																\$39,674	\$39,674
Task 400 - Collaboration and Project Management																	
Team Collaboration		4	8									12	\$2,128	\$0			\$2,128
Project Management		2	6							6	2	16	\$2,020	\$0			\$2,020
LABOR:	0	22	51	0	0	12	24	8	8	18	5	148	\$20,433	\$0.00	\$384	\$43,314	\$64,131

City of Anacortes – Fidalgo Ave Culvert

Scope of Services

11/8/19

Wilson Engineering LLC will perform the following scope of services for the Fidalgo Ave Culvert Improvements project, as included in the following scope and fee details. The project is understood to consist of the replacement of about 300 linear feet of 36" culvert under Fidalgo Ave, and evaluation / recommendation for the remainder of the downstream culvert to the North side of 39th Street.

Task 1 - Project Management

Work with City and GeoEngineers to establish the scope of work and deliverables. Coordinate internally, with GeoEngineers and with the City throughout the project. Attend up to two progress / coordination meetings, and provide invoicing and other administrative documentation in accordance with the PSA. Conduct quality control and assurance.

Task 2 - Survey

Establish control tied to NAD83(11) horizontally and NAVD88 vertically. Establish street rights-of-way from the street intersection monuments proximate to the site. If any of these monuments are missing or discrepancies exist, Wilson anticipates that actual costs will differ than the estimate and a revised scope will be issued. Prepare a base map containing all of the physical features of the site including above ground and below ground wet and dry utilities, including invert and water valve nut elevations, trees, structures, fences, paving, sidewalks, curbing, driveways, grade breaks, channelization, signs, top of bank, vegetation lines, buildings and any other pertinent features that define or limit the site. Contours will be plotted at 1-foot intervals covering and extending across the site. This site plan will conform to current industry standards for design and will be transmitted in paper (wet stamped and signed by a surveyor registered in Washington state) and electronic format (Civil 3d 2013 or later).

Task 3 – Preliminary Design

Prepare 60% design level plans and cost estimate. Plans to include about 300 lf of culvert plan / profile, civil details, and structural headwall detail.

Task 4 – Final Design

Prepare 100% plans, technical specifications, and cost estimate. Plans to include Cover sheet and notes, TESC, Culvert plan / profile, Civil details, Traffic Control Plan, and Structural headwall detail. Specifications will be in CSI format and limited to technical (Division 2), Bid form, and Pay Item descriptions. Plans, Specifications, and Cost estimate will be revised one time per review comments to become Bid documents.

Task 5 – Downstream Culvert Repair Evaluation

Review available information, including video inspection provided by others. Based on review, conduct brief situation specific research, prepare draft and final technical memo. Memo will summarize findings, and provide up to two alternative recommendations including Rough Order of Magnitude cost estimates for planning purposes.

Assumptions

- 1) Maximum depth of pipe structure will not exceed 25'.
- 2) Design is for upstream pipe replacement of about 300' length.
- 3) Pipe video / inspection provided by others.
- 4) Assumes structural headwall height will not exceed 8'.
- 5) Assumes any utilities within Fidalgo Ave will be protected in place. Any new or replaced utilities effort is not included and would be considered additional services.
- 6) Assumes Contractor will be required to submit specific Traffic Control Plan for City approval.
- 7) Assumes the replaced culvert size will be 36" or as provided by others. Sizing of the culvert and hydrological analysis is not included and would be considered additional services.

[illegible]

City of Anacortes
Fidalgo Ave Culvert

[illegible]

Ordinance 3052

Repealing and Replacing Chapter 12.50 AMC

Legal Framework

- Chapter 35.79 RCW governs Street Vacation
 - Allows adjacent owners to petition legislative body for vacation
 - Authorizes legislative authority to grant vacation and oversee process
 - Allows hearing examiner or committee to make recommendation to legislative authority
 - Vacations must be done by ordinance
 - Limits vacations of streets abutting bodies of water
 - Once vacated, title to vacated area passes to abutting owners
- Statute does NOT proscribe criteria or entitle the petitioner to vacation

Process Requirements from RCW 35.79

- Initiated by petition
- Local agency may initiate petition, but can be blocked by 50% of abutting owners
- Legislative body must adopt resolution setting public hearing
- Public hearing must be between 20 and 60 days of resolution
- Public hearing can be before hearing examiner or legislative body
- Vacation must be done by ordinance and recorded
- Compensation must be paid for vacated area
 - 50% of appraised value if held for less than 25 years
 - City may charge full appraised value if ROW held for more than 25 years or acquired at public expense

Issues with current code

- Includes a process with the board of adjustment – no longer exists
- Includes ambiguous language – e.g. doesn't clarify who is an abutting owner
- Outdated language



New Code Provisions

- Eliminate redundant processes – all vacation petitions go to Council
- Streamline language
- Clarify abutting property ownership



Policy Questions Flagged in Updated Draft

1. Process Questions

- A. Removed notification of application to Council: has never happened
- B. Removed Hearing Examiner language: staff is not proposing HE process
- C. Removed option for hearing at a Council committee: staff recommends hearings before Council as a whole

2. Criteria Change: City Engineer recommends changing the first optional criteria to whether the vacation provides an overwhelming benefit to the public

3. Consideration: Council could increase the price for those areas held longer than 25 years or obtained with public funds to 100% of value

4. Appraisals: Increase the threshold below which a formal appraisal is not required to 5,000 square feet (average area of alley)

Questions?





City Council Agenda Bill

Meeting Date: 11/25/2019

Agenda Item: 7a

Subject: Ordinance 3052, repealing and replacing Chapter 12.50 of the AMC regarding Street and Alley Vacations

Contact: Darcy Swetnam

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

Action Type	
X	Ordinance No. 3052
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: This ordinance would update the City's regulations regarding street and alley vacations.

Background: The current [AMC Chapter 12.50](#) includes outdated procedures that need to be updated. Recent vacation petitions have highlighted the need for a complete rewrite of this Chapter to reflect the City's actual process and policy decisions.

Previous Council/Committee Action: Council considered the first draft of this ordinance at its [November 12, 2019](#) meeting.

Competing Viewpoints Considered: Certain policy options were considered in drafting this ordinance and may still be considered in revising the Ordinance.

Recommended Motion: n/a at this time; the Two-Read Rule in Council Procedures section 7.4(b) provides that "An ordinance must be heard at two separate council meetings before it can be adopted."

Alternative Actions: As a legislative action, Council could amend the proposed text in any number of ways.

Attachments (listed in order presented):

- Proposed Ordinance 3052 with annotations
- Comments received from the public

**City of Anacortes
Ordinance No. 3052**

An Ordinance of the City of Anacortes, Washington, repealing and replacing chapter 12.50 of the Anacortes Municipal Code regarding Street and Alley Vacations

Whereas Anacortes Municipal Code Chapter 12.50 includes procedural requirements that require updates; and

Whereas the City is granted authority by Chapter 35.79 RCW to regulate street and alley vacations within the City of Anacortes; and

Whereas the City now desires to update the Code regarding Street and Alley Vacations;

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. Chapter 12.50 is hereby repealed and replaced with the attached Exhibit A entitled Chapter 12.50, Street and Alley Vacations; and

Section 2. This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.

PASSED and APPROVED this ____ day of _____, 2019.

CITY OF ANACORTES:

Laurie Gere, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Exhibit A

**Chapter 12.50
STREET AND ALLEY VACATION**

Sections:

12.50.010 Statement of purpose.

12.50.020 Initiation of vacation.

12.50.030 Review of Petition—Setting of Council Hearing.

12.50.040 Notice of Hearing.

12.50.050 Council Hearing and Determination.

12.50.060 Criteria for Determination.

12.50.070 Ordinance.

12.50.080 Vacation of waterfront streets.

12.50.090 Compensation for Vacation.

12.50.100 Alternative compensation.

12.50.110 Appraisals.

12.50.120 Payment of compensation for conveyance.

12.50.010 Statement of purpose.

The purpose of this chapter is to establish procedures, notice requirements, and fees for the vacation of streets and alleys within the city. This chapter is intended to implement the authority granted to the city by Chapter 35.79 RCW and to conform to its provisions. In case of conflict between this chapter and those statutes, the statutory provisions in the RCW shall control.

12.50.020 Initiation of vacation.

A. The owners of an interest in any real property abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the City Council. The petition shall be filed with the City Clerk. The City Clerk shall notify ~~the City Council,~~ the Director of Public Works, ~~and the Hearing~~

Commented [SD1]: Council typically doesn't get notified of the submission of an application. They will make a determination on the resolution scheduling the public hearing.

Examiner that a vacation petition has been received no more than three days after receipt of a complete petition, fees, and all required documents.

Commented [SD2]: Staff is not proposing vacations go to the Hearing Examiner

1. The petition shall be in a form prescribed by the Director of Public Works and shall contain a name, address, telephone number, and email address of a representative for the petitioners. The petition shall also discuss the criteria set forth in AMC 12.50.060.

2. The petition must be accompanied by all of the following:

- a. A nonrefundable fee in an amount established by resolution of the city to cover a portion of the administrative costs incurred in processing the petition and publishing, posting and mailing notices.
- b. A survey prepared and certified by a professional engineer or professional land surveyor, registered in the state of Washington, indicating the specific parcels abutting the proposed street or alley to be vacated and all utilities and easements pertaining thereto. Flagging which indicates the boundaries of the street or alley shall be installed when the survey is conducted.
- c. A vicinity map showing the general area of the proposed vacation.
- d. A copy of the plat map encompassing the street or alley proposed for vacation, if applicable.
- e. The legal description of the portion of road to be vacated prepared and certified by a professional engineer or professional land surveyor, registered in the state of Washington.

B. The City Council in the absence of a petition signed by the owners of more than two-thirds of the property abutting the street or alley to be vacated may itself by resolution propose a vacation.

1. The resolution shall be filed with the City Clerk and shall give a description of the property sought to be vacated, fix a time and place for the hearing. The time set for the hearing shall not be more than sixty days nor less than twenty days after the adoption of the resolution.

2. If the owners of fifty percent or more of the abutting properties file written objections to a vacation pursuant to this subsection (B) with the City Clerk prior to the time of the hearing, the city shall be prohibited from proceeding with the vacation.

12.50.030 Review of Petition—Setting of Council Hearing.

A. Upon receipt of a petition, the City Clerk shall forward the petition and required documents to the Director of Public works, or the director's designee, who shall determine whether the petition has been signed by the owners of more than two-thirds of the property abutting the street or alley to be vacated.

B. For purposes of this chapter, property abutting the area to be vacated will include property on both sides of the street or alley, even if the petition does not propose to vacate the full width of the street or alley.

C. If the petition has been signed by more than two-thirds of such owners, the Director of Public Works, or the director's designee, shall bring the petition before the city council within thirty days of its receipt by the City Clerk, and the City Council shall by resolution fix the time when the petition will be

heard by the City Council ~~or a committee thereof~~, which time shall not be more than sixty days nor less than twenty days after the adoption of the resolution.

Commented [SD3]: Staff recommends that all vacation petitions are heard by the whole Council.

12.50.040 Notice of hearing.

A. Upon the passage of the resolution fixing the time for hearing the petition or proposal for vacation, the City Clerk, or the Director of Public Works, with the City Clerk, shall give not less than twenty days' notice of the time, place and purpose of the hearing by

1. Publishing written notice once in the city's official newspaper,
2. Posting a placard in a conspicuous place at each end of the street or alley sought to be vacated,
3. Posting notice of the hearing in three public places in the city, and
4. Mailing written notice at least 15 days before the date fixed for the hearing to all owners or

reputed owners of land within three hundred feet of the proposed vacation, including the petitioners and other owners of property on the block abutting the street or alley to be vacated, as shown on the records of the Skagit County Assessor.

B. The placards for posted notice:

1. Shall be highly visible;
2. Shall be at least eleven by fourteen inches in size;
3. Shall include a map showing the location of the street or alley proposed to be vacated;
4. Shall contain a statement that a petition has been filed to vacate the street or alley described on

the placard; and

5. Shall state the time and place for the hearing on the proposed vacation.

12.50.050 Council Hearing and Determination

A. A hearing on the petition or proposal held before the City Council shall be upon the day fixed by resolution or at the time to which a hearing may be adjourned. Following the hearing, the City Council shall determine whether to vacate the street or alley.

B. The determination or recommendation shall include, but not be limited to, consideration of the criteria set forth in AMC 12.50.060.

12.50.060 Criteria for Determination

The following criteria may be considered in vacation determinations and recommendations:

A. Whether a change of use or vacation of the street or alley will ~~better serve the public~~ provide an overwhelming benefit to the public;

B. Whether the street or alley is no longer required for public use or public access;

Commented [SD4]: Recommended change per the City Engineer: Public Works Department disfavors vacation and would only support those applications that are clearly and significantly beneficial to the public.

- C. Whether the substitution of a new and different public way would be more useful to the public;
- D. Whether conditions may so change in the future as to provide a greater use or need than presently exists; and
- E. Whether objections to the proposed vacation are made by non-petitioning owners of private property abutting the street or alley or other governmental agencies or members of the general public.

12.50.070 Ordinance

If the City Council determines to grant the vacation, the action shall be made by ordinance with such conditions or limitations as the City Council deems necessary and proper to preserve any desired public use or benefit. A certified copy of the ordinance shall be recorded by the City Clerk and in the office of the Skagit County Auditor. The ordinance may contain provisions retaining any or all of the following:

- A. Easements for construction, repair and maintenance of existing and future utilities and services,
- B. Pedestrian and wildlife corridors,
- C. The right to exercise and grant easements for construction, repair and maintenance of existing and future utilities and services.
- D. When any street or alley in the city is vacated, the property within the limits so vacated shall belong to the abutting property owners, one-half to each.

12.50.080 Vacation of waterfront streets.

A. The city shall not vacate a street or alley if any portion of the street or alley abuts a body of salt or fresh water unless:

1. The vacation is sought to enable the city to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, educational purposes, or other public uses;
2. The City Council, by resolution, declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: port, beach or water access, pedestrian and wildlife corridors, boat moorage, launching sites, park, public view, recreation, or education; or
3. The vacation is sought to enable the city to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the street or alley sought to be vacated abuts, had the properties included in the plan not been vacated.

B. Before adopting an ordinance vacating a street or alley pursuant to subsection (A)(2) of this section, the City Council shall:

1. Cause an inventory to be compiled of all rights-of-way within the city that abut the same body of water that is abutted by the street or alley sought to be vacated;

2. Cause a study to be conducted to determine if the street or alley to be vacated is unsuitable for use by the city for any of the following purposes: port, boat moorage, launching sites, beach or water access, park, public view, recreation, or education;

3. Hold a public hearing on the proposed vacation in the manner required by Chapter 35.79 RCW and this chapter; and

4. Include in its written decision a finding that the street or alley sought to be vacated is not suitable for any other purposes listed under subsection (B)(2) of this section, and that the vacation is in the public interest.

C. Notice of the public hearing on the proposed vacation shall be provided in accordance with the notice provisions of AMC 12.50.040; provided, that the city shall also post notice of the public hearing conspicuously on the street or alley sought to be vacated, which notice shall indicate that the area is a public access, that the street or alley is proposed to be vacated, and that anyone objecting to the proposed vacation should attend the public hearing or send a letter to the Director Public Works indicating an objection.

D. The City Council shall not adopt an ordinance vacating a street or alley under subsection (A)(2) of this section until the fair market value of the street or alley to be vacated, plus the full cost of any physical closures, road repairs, both required by the Director of Public Works, has been paid in accordance with AMC 12.50.110 and 12.50.120 or a conveyance of real property in lieu of compensation has been effectuated in accordance with AMC 12.50.100 and 12.50.120.

E. Moneys received from the vacation of a street or alley abutting a body of fresh or salt water may be used by the city only for the purpose of acquiring additional beach or water access, acquiring additional public view sites to a body of water, or acquiring additional moorage or launching sites.

12.50.090 Compensation for vacation.

A. Where a vacation for a street or alley which does not abut a body of fresh or salt water has been initiated pursuant to AMC 12.50.030(C), the ordinance vacating the area shall contain language stating that the ordinance is not effective until the owners of the property abutting the area to be vacated shall pay to the city, the full cost of any physical closures, road repairs, or both required by the director of public works and (1) one-half of the fair market value of the area to be vacated; or (2) if the area was acquired at public expense or has been part of a dedicated public right-of-way for twenty-five years or more, **seventy-five percent of the full fair market value** of the area to be vacated with the city reserving any necessary easements.

B. Where a vacation for a street or alley which does not abut a body of fresh or salt water has been initiated pursuant to AMC 12.50.020(B) or has been required by the city as a condition to a permit approval, the owners of the property abutting the area to be vacated shall not be required to pay compensation for the area to be vacated.

Commented [SD5]: This amount could be increased up to 100%.

12.50.100 Alternative compensation.

A. Conveyance of other property acceptable to the city may be made in partial satisfaction of or in lieu of the required compensation for the vacation of a street or alley, whether the conveyance is required to mitigate adverse impacts of the vacation or otherwise.

B. Where the conveyance of real property is made for street purposes and in exchange for the vacation of a street or alley that does not abut a body of fresh or salt water, one-half of the fair market value of the property conveyed shall be credited to the required compensation payment for the area to be vacated. Where the conveyance is made in fee for purposes other than street purposes, the full fair market value of the property conveyed shall be credited to the required compensation payment for the area to be vacated.

C. Real property may be conveyed in exchange for the vacation of a street or alley that abuts a body of salt or fresh water only where the property to be conveyed is conveyed for port, beach, water access, park, public view, recreation or educational purposes, boat moorage or launching sites, or other public uses, in accordance with AMC Section 12.50.080(A)(1), or as part of a plan implemented by the city council pursuant to AMC Section 12.50.080(A)(3). Where such property is conveyed for street purposes, one-half of the fair market value of the property conveyed shall be credited to the required compensation payment for the area to be vacated. Where the conveyance is made in fee for purposes other than street purposes, the full fair market value of the property conveyed shall be credited to the required compensation payment for the area to be vacated.

D. Where the value of the conveyed property is less than the required compensation payment, the owners of the property abutting the property to be vacated shall pay the difference to the city. When the value of the conveyed property exceeds the required compensation payment, the city shall pay the difference to the owners of the conveyed property unless otherwise agreed.

12.50.110 Appraisals.

A. For vacations totaling less than three thousand square feet value shall be established by the city engineer based on assessed values of land from properties in the immediate vicinity.

B. For vacations totaling three thousand square feet or more the Director of Public Works shall determine the fair market value of the area to be vacated based upon an appraisal from a state-certified general real estate appraiser. To obtain such appraisal, the Director of Public Works shall present to the petitioners a list of three such certified and designated appraisers from which the petitioners shall select one appraiser. The petitioner shall pay all costs associated with the appraisal.

C. If this appraisal is less than the assessed value established under subsection A above, this assessed value will be used, or if the Director of Public works or City Council is not satisfied with the appraisal submitted by the petitioners under subsection (B) of this section, the Director or City Council

Commented [SD6]: Engineering department recommends increasing this amount to 5,000 square feet, which is approximately the square footage of a typical alley. This could simplify many vacation petitions. This is a policy question for Council.

may order another appraisal from a state-certified general real estate appraiser. The city shall pay for this second appraisal. The Director of Public Works shall use the appraisal having the highest value for the area vacated.

D. The Director of Public Works shall determine the fair market value of the real property proposed to be granted or dedicated to the city in partial satisfaction of or in lieu of cash payment under AMC Section 12.50.090 in accordance with the appraisal procedures set forth in this section.

12.50.120 Payment of compensation for conveyance.

A. After the fair market value of the property to be vacated has been determined in accordance with AMC Section 12.50.110, the Director of Public Works or designee shall notify the representative of the petitioners of the amount of compensation required for the area to be vacated. The required payment shall be delivered to the Director of Public Works who, upon receipt of the payment, shall transmit it to the City Treasurer.

B. At least one-half of the received compensation shall be dedicated to capital projects for the acquisition, improvement, development and related maintenance of public open space , transportation or any combination thereof within the city; provided, that all compensation for the vacation of streets and alleys which abut a body of water shall be deposited in a fund designated for the sole purpose of acquiring additional beach or water access, additional public view sites to a body of water, or additional moorage or launching sites. The City Treasurer shall make a written report of the payment to the City Council.

C. If the petitioners have been authorized to deliver an instrument granting or dedicating to the city property in addition to or in lieu of a cash payment pursuant to AMC Section 12.50.100, the Director of Public Works may, at the petitioner's expense, obtain either a policy of title insurance insuring title of the conveyed property in the city, or a certificate of title as to the title thereof.

Exhibit A

NOTE: As written, this would require 60% of the abutting property owners to sign the petition requesting a vacation, but if it is approved, 100% of the owners would have to purchase their portion of the vacated right-of-way for the ordinance to become effective. If some of the property owners abutting the right-of-way are financially unable to purchase their half, one of two things results: Either the ordinance never is effective because not all of the owners pay up, or the city puts a lien on their property which creates a financial burden. This is especially problematic if they were one of the 40% who didn't sign the petition and objected to the vacation. They shouldn't be able to stop it from being vacated, but they also shouldn't have to purchase property they don't want or need or can't afford or might not be useful to them. The city could retain ownership, and a future owner could buy the unpurchased area.

The wording below does not take into account the many various situations that could occur with regard to a right-of-way vacation. Just a few examples:

An 80 ft. street right-of-way where the city agrees that 50 ft. is sufficient and 60% of the abutting owners agree to the vacation of a 15 ft. strip on each side, but several owners wish to pay for and acquire the portion of that strip adjoining their property while others do not.

A dead end alley right of way where most of the owners want to vacate so they can acquire the vacated property, but an owner at the far end objects because they have future plans to build a garage with access from the alley. Should they lose that right of access?

An entire block of right-of-way is vacated so that a developer can acquire the north half to incorporate into a new subdivision. But the 3 owners on the south half choose not to purchase their half at this time. The ordinance should make it clear that subsequent owners of those 3 properties still have the right to purchase their full half, and removal of the north half from the right-of-way does not establish a new "centerline" halfway into the remaining right-of-way. By purchasing the north half, the rights of the adjoining north owner(s) are exhausted and they have no additional rights to the south half.

An unopened right-of-way has been used for years as a casual pedestrian connection through a neighborhood. That route should be maintained via an easement for pedestrian and bicycle travel, even if the right-of-way is vacated.

Commented [SD1]: This comment is addressed in the code language below. If one property owner does not want to pay for the vacated area, the City can and will do a partial vacation. So, we would not end up in a situation where the vacation is blocked (other than per AMC 12.50.020(B)(2)). Additionally, the City would not place a lien on someone's property for vacated area.

Commented [SD2]: A partial vacation could address this issue.

Commented [SD3]: This represents normal neighbor opposition to vacations and could be addressed through the public hearing.

Commented [SD4]: These issues are all addressed through common law and do not need to be inserted in the Code.

Commented [SD5]: These types of requests can be addressed through the processes laid out below.

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Chapter 12.50 STREET AND ALLEY RIGHT-OF-WAY VACATION

Sections:

- 12.50.010 Statement of purpose.
- 12.50.020 Initiation of vacation.
- 12.50.030 Review of Petition—Setting of Council Hearing.
- 12.50.040 Notice of Hearing.
- 12.50.050 Council Hearing and Determination.
- 12.50.060 Criteria for Determination.
- 12.50.070 Ordinance.
- 12.50.080 Vacation of waterfront streets.

Commented [SD6]: The City is following the language used in RCW 35.79. Staff strongly recommends the City not deviate from state law language and deviations, as this can cause conflict and confusion.

12.50.090 Compensation for Vacation.

12.50.100 Alternative compensation.

12.50.110 Appraisals.

12.50.120 Payment of compensation for conveyance.

12.50.010 Statement of purpose.

The purpose of this chapter is to establish procedures, notice requirements, and fees for the vacation of streets and alleys within the city. This chapter is intended to implement the authority granted to the city by Chapter 35.79 RCW and to conform to its provisions. In case of conflict between this chapter and those statutes, the statutory provisions in the RCW shall control.

12.50.020 Initiation of vacation.

~~A. The owners of an interest in any real property abutting upon any street or alley right-of-way who may desire to may petition the City Council to~~ vacate the street or alley right-of-way, or any part thereof, ~~abutting said property. may petition the City Council.~~ The petition shall be filed with the City Clerk. No more than three days after receipt of a complete petition, fees, and all required documents. ~~The~~ City Clerk shall notify the City Council, the Director of Public Works, and the Hearing

Commented [CR7]: It's the right-of-way that's being vacated - many of which may be undeveloped.

Commented [SD8R7]: The City is following the language used in RCW 35.79. Staff strongly recommends the City not deviate from state law language and deviations, as this can cause conflict and confusion.

Commented [CR9]: As written, it would allow any property owner to petition for vacation of a street anywhere in town, not just adjacent to their property.

Commented [SD10R9]: The later application requirements address this concern and this change is not necessary.

Examiner that a vacation petition has been received, ~~no more than three days after receipt of a complete petition, fees, and all required documents.~~

1. The petition shall be in a form prescribed by the Director of Public Works and shall contain a name, address, telephone number, and email address of a representative for the petitioners. ~~The petition must be signed by the owners of two-thirds of the property abutting the street or alley right-of-way.~~ The petition shall also discuss ~~how the request meets~~ the criteria set forth in AMC 12.50.060.

2. The petition must be accompanied by all of the following:

a. A nonrefundable fee in an amount established by resolution of the city to cover a portion of the administrative costs incurred in processing the petition and publishing, posting and mailing notices.

b. A survey prepared and certified by a professional engineer or professional land surveyor, registered in the state of Washington, indicating the specific parcels abutting the proposed street or alley to be vacated and all utilities and easements pertaining thereto. ~~The survey shall extend to where the street or alley right-of-way intersects a street or alley right-of-way at each end, or to the end of the right-of-way if it is a dead end.~~ Flagging which indicates the boundaries of the street or alley shall be installed when the survey is conducted.

c. A vicinity map showing the general area of the proposed vacation.

d. A copy of the plat map encompassing the street or alley ~~right-of-way~~ proposed for vacation, if applicable.

e. The legal description of the portion of ~~road~~ ~~the right-of-way~~ to be vacated, prepared and certified by a professional engineer or professional land surveyor, registered in the state of Washington.

B. The City Council in the absence of a petition signed by the owners of more than two-thirds of the property abutting the street or alley to be vacated may itself by resolution propose a vacation.

1. The resolution shall be filed with the City Clerk and shall give a description of the property sought to be vacated, fix a time and place for the hearing. The time set for the hearing shall not be more than sixty days nor less than twenty days after the adoption of the resolution.

2. If the owners of fifty percent or more of the abutting property file written objections to a vacation pursuant to this subsection (B) with the City Clerk prior to the time of the hearing, the city shall be prohibited from proceeding with the vacation.

~~C. When a property is being platted or re-platted and there are existing street or alley rights-of-way within or abutting the area where a new plat is proposed, the vacation of existing rights-of-way, dedication of new rights-of-way, and compensation therefor shall be integrated into the plat application and approval process, and not processed as a vacation according to this section.~~

12.50.030 Review of Petition—Setting of Council Hearing.

A. Upon receipt of a petition, the City Clerk shall forward the petition and required documents to the Director of Public works, or the director's designee, who shall determine whether the petition has been signed by the owners of more than two-thirds of the property abutting the street or alley ~~right-of-way~~ to be vacated.

B. For purposes of this chapter, property abutting the area to be vacated will include property

Commented [SD11]: This is the process the City has followed in the past, and has caused problems for later property owners. Staff strongly recommends this change not be incorporated.

on both sides of the street or alley right-of-way from where it intersects with a street or alley to where it intersects with the next street or alley (or to the end of the right-of-way if it is a dead end), even if the petition does not propose to vacate the full width or length of the street or alley right-of-way.

~~C.~~ If the petition has been signed by more than two-thirds of such owners, the Director of Public Works, or the director's designee, shall bring the petition before the city council within thirty days of its receipt by the City Clerk, and the City Council shall by resolution fix the time when the petition will be

heard by the City Council or a committee thereof, which time shall not be more than sixty days nor less than twenty days after the adoption of the resolution.

12.50.040 Notice of hearing.

A. Upon the passage of the resolution fixing the time for hearing the petition or proposal for vacation, the City Clerk, or the Director of Public Works, with the City Clerk, shall give not less than twenty days' notice of the time, place and purpose of the hearing by

1. Publishing written notice once in the city's official newspaper,
2. Posting a placard in a conspicuous place at each end of the street or alley right-of-way sought to be vacated,
3. Posting notice of the hearing in three public places in the city, and
4. Mailing written notice at least 15 days before the date fixed for the hearing to all owners or reputed owners of land within three hundred feet of the proposed vacation, including- and to each of the petitioners and to all other owners of property on the block abutting the street or alley right-of-way to be vacated, as shown on the records of the Skagit County Assessor.

B. The placards for posted notice:

1. Shall be highly visible;
2. Shall be at least eleven by fourteen inches in size;
3. Shall include a map showing the location of the street or alley proposed to be vacated;
4. Shall contain a statement that a petition has been filed to vacate the street or alley described on the placard; and
5. Shall state the time and place for the hearing on the proposed vacation.

12.50.050 Council Hearing and Determination

A. A hearing on the petition or proposal held before the City Council shall be upon the day fixed by resolution or at the time to which a hearing may be adjourned. Following the hearing, the City Council shall determine whether to vacate the street or alley.

B. The determination or recommendation shall include, but not be limited to, consideration of the criteria set forth in AMC 12.50.060.

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12.50.60 Criteria for Determination

The following criteria may be considered in vacation determinations and recommendations:

- A. Whether a change of use or vacation of the street or alley [right-of-way](#) will better serve the public;
- B. Whether the street or alley [right-of-way](#) is no longer required for public use or public access;
- C. Whether the substitution of a new and different public way would be more useful to the public;

D. Whether conditions may so change in the future as to provide a greater use or need than presently exists; and

E. Whether objections to the proposed vacation are made by non-petitioning owners of private property abutting the street or alley or other governmental agencies or members of the general public.

12.50.70 Ordinance

If the City Council determines to grant the vacation, the action shall be made by ordinance with such conditions or limitations as the City Council deems necessary and proper to preserve any desired public use or benefit. A certified copy of the ordinance shall be recorded by the City Clerk and in the office of the Skagit County Auditor. The ordinance may contain provisions retaining any or all of the following:

A. Easements for construction, repair and maintenance of existing and future utilities and services,

B. Pedestrian, bicycle and wildlife corridors,

C. The right to exercise and grant easements for construction, repair and maintenance of existing and future utilities and services.

D. When any street or alley right-of-way in the city is vacated, the property within the limits so vacated shall belong to be available for purchase by the abutting property owners on each side, one-half to each, measured to the centerline of the vacated right-of-way.

12.50.080 Vacation of waterfront streets.

A. The city shall not vacate a street or alley right-of-way if any portion of the street or alley abuts a body of salt or fresh water unless:

1. The vacation is sought to enable the city to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, educational purposes, or other public uses;

2. The City Council, by resolution, declares that the street or alley right-of-way is not presently being used as a street or alley and that the street or alley right-of-way is not suitable for any of the following purposes: port, beach or water access, pedestrian, bicycle and wildlife corridors, boat moorage, launching sites, park, public view, recreation, or education; or

3. The vacation is sought to enable the city to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the street or alley [right-of-way](#) sought to be vacated abuts, had the properties included in the plan not been vacated.

B. Before adopting an ordinance vacating a street or alley [right-of-way](#) pursuant to subsection (A)(2) of this section, the City Council shall:

1. Cause an inventory to be compiled of all rights-of-way within the city that abut the same body of water that is abutted by the street or alley [right-of-way](#) sought to be vacated;

2. Cause a study to be conducted to determine if the street or alley right-of-way to be vacated is unsuitable for use by the city for any of the following purposes: port, boat moorage, launching sites, beach or water access, park, public view, pedestrian, bicycle and wildlife corridors, recreation, or education;

3. Hold a public hearing on the proposed vacation in the manner required by Chapter 35.79 RCW and this chapter; and

4. Include in its written decision a finding that the street or alley sought to be vacated is not suitable for any other purposes listed under subsection (B)(2) of this section, and that the vacation is in the public interest.

C. Notice of the public hearing on the proposed vacation shall be provided in accordance with the notice provisions of AMC 12.50.040; provided, that the city shall also post notice of the public hearing conspicuously on the street or alley sought to be vacated, which notice shall indicate that the area is a public access, that the street or alley is proposed to be vacated, and that anyone objecting to the proposed vacation should attend the public hearing or send a letter to the Director Public Works indicating an objection.

D. The City Council shall not adopt an ordinance vacating a street or alley right-of-way under subsection (A)(2) of this section until the fair market value of the street or alley to be vacated, plus the full cost of any physical closures, road repairs, both required by the Director of Public Works, has been paid in accordance with AMC 12.50.110 and 12.50.120 or a conveyance of real property in lieu of compensation has been effectuated in accordance with AMC 12.50.100 and 12.50.120.

E. Moneys received from the vacation of a street or alley abutting a body of fresh or salt water may be used by the city only for the purpose of acquiring additional beach or water access, acquiring additional public view sites to a body of water, or acquiring additional moorage or launching sites.

12.50.090 Compensation for vacation.

A. Where a vacation for a street or alley right-of-way which does not abut a body of fresh or salt water has been initiated pursuant to AMC 12.50.030(C), the ordinance vacating the area shall contain language stating that the ordinance is not effective until the owners of the each owner of property abutting the area to be vacated who wishes to acquire the portion of the vacated right-of-way abutting their property shall

Commented [SD12]: The City is following the language used in RCW 35.79. Staff strongly recommends the City not deviate from state law language and deviations, as this can cause conflict and confusion.

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pay to the city, their proportional share of the full cost of any physical closures, road repairs, or both required by the director of public works and (1) one-half of the fair market value of the area to be vacated; or (2) if the area was acquired at public expense or has been part of a dedicated public right-of-way for twenty-five years or more, seventy-five percent of the full fair market value of the area to be vacated with the city reserving any necessary easements.

B. Where a vacation for a street or alley right-of-way which does not abut a body of fresh or salt water has been initiated pursuant to AMC 12.50.020(B) or has been required by the city as a condition to a permit approval, the owners of the property abutting the area to be vacated shall not be required to pay compensation for the area to be vacated.

Commented [CR13]: This is not workable as written. If some of the property owners abutting the right-of-way are financially unable to purchase their half, one of two things result: Either the ordinance never is effective because not all of the owners pay up, or the city puts a lien on their property which creates a financial burden. This is especially problematic if they were one of the 40% who didn't sign the petition and objected to the vacation. They shouldn't be able to stop it from being vacated, but they shouldn't have to purchase property they don't want or need. The city could retain ownership, and a future owner could buy the unpurchased area.

Commented [SD14R13]: This concern is addressed by partial vacations. Therefore staff does not recommend incorporating these changes.

Commented [CR15]: Why should an abutting owner have to pay 25% more for an older right-of-way than for a more recent one?

Commented [SD16R15]: This is a policy decision for Council to make. State law sets a payment cap of 50% of the FMV for those streets held less than 25 years. The City could charge up to the full FMV for those held over 25 years or purchased with public funds.

12.50.100 Alternative compensation.

A. Conveyance of other property acceptable to the city may be made in partial satisfaction of or in lieu of the required compensation for the vacation of a street or alley right-of-way, whether the conveyance is required to mitigate adverse impacts of the vacation or otherwise.

B. Where the conveyance of real property is made for street purposes and in exchange for the vacation of a street or alley right-of-way that does not abut a body of fresh or salt water, one-half of the fair market value of the property conveyed shall be credited to the required compensation payment for the area to be vacated. Where the conveyance is made in fee for purposes other than street purposes, the full fair market value of the property conveyed shall be credited to the required compensation payment for the area to be vacated.

C. Real property may be conveyed in exchange for the vacation of a street or alley right-of-way that abuts a body of salt or fresh water only where the property to be conveyed is conveyed for port, beach, water access, park, public view, pedestrian, bicycle and wildlife corridors, recreation or educational purposes, boat moorage or launching sites, or other public uses, in accordance with AMC Section 12.50.080(A)(1), or as part of a plan implemented by the city council pursuant to AMC Section 12.50.080(A)(3). Where such property is conveyed for street purposes, one-half of the fair market value of the property conveyed shall be credited to the required compensation payment for the area to be vacated. Where the conveyance is made in fee for purposes other than street purposes, the full fair market value of the property conveyed shall be credited to the required compensation payment for the area to be vacated.

D. Where the value of the conveyed property is less than the required compensation payment, the owners of the property abutting the property to be vacated shall pay the difference to the city. When the value of the conveyed property exceeds the required compensation payment, the city shall pay the difference to the owners of the conveyed property unless otherwise agreed.

12.50.110 Appraisals.

A. For vacations totaling less than three thousand square feet value shall be established by the city engineer based on assessed values of land from similar properties in the immediate vicinity.

B. For vacations totaling three thousand square feet or more the Director of Public Works shall determine the fair market value of the area to be vacated based upon an appraisal from a state-certified general real estate appraiser. To obtain such appraisal, the Director of Public Works shall present to the petitioners a list of three such certified and designated appraisers from which the petitioners shall select one appraiser. The petitioner shall pay all costs associated with the appraisal.

C. If this appraisal is less than the assessed value established under subsection A above, this assessed value will be used, or if the Director of Public works or City Council is not satisfied with the appraisal submitted by the petitioners under subsection (B) of this section, the Director or City Council

Commented [SD17]: The City is following the language used in RCW 35.79. Staff strongly recommends the City not deviate from state law language and deviations, as this can cause conflict and confusion.

Commented [CR18]: Why should the owner get less value for their property if it's used for streets than if it's used for something else?

Commented [SD19R18]: The rationale behind this change is that a ROW for a street is not fee simple ownership and is therefore a less valuable property interest.

may order another appraisal from a state-certified general real estate appraiser. The city shall pay for this second appraisal. The Director of Public Works shall use the appraisal having the highest value for the area vacated.

D. The Director of Public Works shall determine the fair market value of the real property proposed to be granted or dedicated to the city in partial satisfaction of or in lieu of cash payment under AMC Section 12.50.090 in accordance with the appraisal procedures set forth in this section.

12.50.120 Payment of compensation for conveyance.

A. After the fair market value of the property to be vacated has been determined in accordance with AMC Section 12.50.110, the Director of Public Works or designee shall notify the representative of the petitioners of the amount of compensation required for the area to be vacated. The required payment shall be delivered to the Director of Public Works who, upon receipt of the payment, shall transmit it to the City Treasurer.

B. At least one-half of the received compensation shall be dedicated to capital projects for the acquisition, improvement, development and related maintenance of public open space , transportation or any combination thereof within the city; provided, that all compensation for the vacation of streets and alleys which abut a body of water shall be deposited in a fund designated for the sole purpose of acquiring additional beach or water access, additional public view sites to a body of water, or additional moorage or launching sites. The City Treasurer shall make a written report of the payment to the City Council.

C. If the petitioners have been authorized to deliver an instrument granting or dedicating to the city property in addition to or in lieu of a cash payment pursuant to AMC Section 12.50.100, the Director of Public Works may, at the petitioner's expense, obtain either a policy of title insurance insuring title of the conveyed property in the city, or a certificate of title as to the title thereof.



City Council Agenda Bill

Meeting Date: 11/25/2019

Agenda Item: 7b

Subject: Purchasing Policy update

Staff Contact: Darcy Swetnam

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

Action Type	
	Ordinance No.
	Code Revision?
x	Resolution No. 2067

Summary Statement: Resolution 2067 would update the Purchasing Policy to reflect recent legislative changes and allow unit price contracts to be competitively bid for projects over \$350,000.

Background: This update to the Purchasing Policy accomplishes two main goals: First, it aligns the policy with the updated limits and contracting legislation adopted by Washington State during 2019. Second, it allows the City to use a full competitive bid process for unit price contracts with no ceiling value. Recent contracting needs for the fiber construction project have highlighted the need to have more flexibility in unit price contracting. Please note that the proposed changes are highlighted in yellow in the draft.

Budget Impact	
Amount Budgeted	N/A

Previous Council/Committee Action: The purchasing policy was originally adopted by Council on [March 11, 2019](#) by [Resolution 2030](#).

Competing Viewpoints Considered: N/A

Recommended Motion: I move we adopt Resolution 2067, updating the City's Purchasing Policy.

Alternative Actions: N/A

Attachments (listed in order presented): Resolution 2067

RESOLUTION NO. 2067

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES
UPDATING THE CITY OF ANACORTES PURCHASING POLICY**

WHEREAS, Section 35A.11.010 of the Revised Code of Washington vest contracting authority in the City Council of the City of Anacortes; and

WHEREAS, Council adopted procurement policies for City procurement and contracting in Resolution 2030, dated March 11, 2019; and

WHEREAS, Council now wishes to update those procurement policies for City procurement and contracting with the City of Anacortes.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that Resolution 2030 is hereby repealed and the attached updated Purchasing Policy is hereby adopted.

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this ____ day of _____, 2019.**

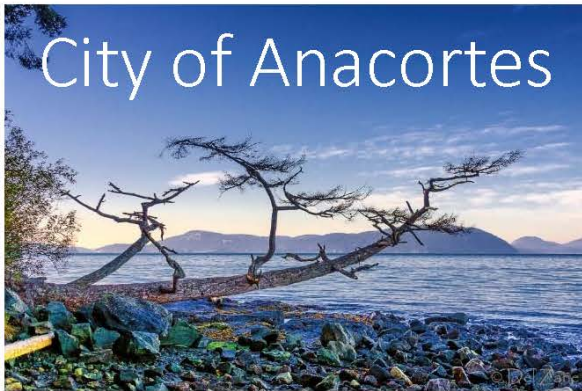
LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steven D. Hoglund, City Clerk Treasurer



PURCHASING POLICY



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I. GENERAL

A. Purpose

This document is intended to direct the purchase of goods and services at a reasonable cost. An open, fair, documented, and competitive process is to be used whenever reasonable and possible. The purchasing function's integrity, efficiency, and effectiveness are critical elements of sound government.

B. Objectives

The objectives of the city's purchasing program are as follows:

- To provide a uniform system to obtain supplies, materials, equipment, and services in an efficient and timely manner;
- To facilitate responsibility and accountability with the use of city resources;
- To ensure equal opportunity and competition among suppliers and contractors;
- To promote effective relationships and clear communication between the city and its suppliers and contractors;
- To comply with the comprehensive State procurement statutes which govern expenditures of public funds;
- To promote use of recycled materials and products, and dispose of surplus and scrap materials with regards to cost savings and the environment.

C. Scope

These guidelines apply to purchases of:

- Public works projects
- Professional services (including architectural and engineering design)
- Non-professional services
- Supplies, materials, and equipment

The guidelines do not apply to the acquisition, sale, or lease of real property. If grant funding is involved in the proposed purchase, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than the city's policy.

D. Controlling Laws

All purchases shall comply with appropriate and relevant federal, state, and city laws and policies. If the appropriate and relevant federal or state laws, regulations, grants, or requirements are more restrictive than these guidelines, such laws, regulations, grants, or requirements should be followed.

In the event any bid threshold limits in the Revised Code of Washington (RCW) are different from the values listed within this Policy, the RCW limits shall control.

The City Attorney shall be consulted when questions regarding potential conflicts arise. Applicable laws and regulations will be cited throughout this document.

II. ETHICS OF PROCUREMENT

A. Gifts and Conflicts of Interest

The city is committed to providing a very fair, transparent and equitable process to our purchases. We ask all staff participating in a solicitation and/or award process to be thoughtful of any perceived or actual conflicts of interest. Many of the situations defined as prohibited conduct in the city's [Personnel Policies](#) could arise in the procurement context.

1. Reasonable Person Standard. The city seeks to avoid situations that involve conflicts of interests or the appearance of such conflicts based on inappropriate opportunities to influence the solicitation and/or award process. The city uses the measures of how a reasonable person would perceive the situation. A reasonable person standard might consider how the situation would appear if covered by a news story, or viewed from the perspective of a public interest group. Common questions to ask are: Could you comfortably explain your actions? Would taxpayers believe you were acting in their best interest?
2. Limitations on gifts. City staff should refuse gifts, meals and invitations to events such as concerts or sporting events, that could be reasonably perceived as: improperly influencing performance of your official duties; a reward for awarding a contract; or offered or given to influence, find favor, or with a reasonable expectation of creating an obligation to the giver.

Vendors are prohibited from offering gifts during the solicitation and ensuing contract award process.

Contact the Legal Department for assistance if you encounter unusual situations.

B. Former Employees as Vendors/Consultants/Contractors

Contact Legal before initiating a contract with former city employees to determine if doing so would create an actual conflict of interest or the appearance of a conflict of interest.

III. ACCOUNTABILITY AND COMMUNICATIONS

City staff involved in specification development must carefully consider conflicts of interest and other public accountability rules. Consider each of the following:

A. Public Disclosure

The city's procurement process, and the submittals, materials, information, decisions and many of the notes related to that process are all public records subject to public disclosure unless an exemption applies under the Washington Public Records Act (PRA), Chapter [42.56 RCW](#).

- Submittals are subject to disclosure. Certain state law exemptions may apply and disclosure may be reasonably delayed to avoid unreasonable interference with the evaluation and award decision.
- Your notes are subject to disclosure as they pertain to the city's official business, processes and decisions. Do not make remarks or comments that you would not be comfortable sharing with a public audience.
- Keep those notes that help to document the process and decisions, and clearly organize them so they can be understood in the future.
- Important notes and materials that are significant to documenting the decision and process should be given to the Contract Specialist at the end of the process and saved in the event of a public records request.
- The city is not required to create summaries or new public records in response to a PRA request. The city is not required to do research or analysis for vendors under PRA. However, summaries or analyses are subject to disclosure if the city has already created such records.
- Further information regarding public disclosure may be obtained from the Public Records Coordinator.

B. Maintain Confidentiality

Documents, decisions, information and opinions are generally to be kept confidential, except as required to be disclosed under the Public Records Act. Do not share information other than with city staff who are directly involved in the evaluation and selection process. Project Managers, the Contract Specialist, and in some cases selection advisory committee members, may contact respondents to city solicitations seeking additional information and clarification regarding vendor submittals, as well as to negotiate a contract. However, conversations or contact with respondents regarding details of the evaluation process should otherwise be limited, and care must be taken to maintain the objectivity of the evaluation process. If respondents call with questions, particularly with regard to evaluation, or to request documents, refer them to the Contract Specialist.

C. Fair, Prudent and Thorough Evaluation

The process must be fair to all respondents; be thoughtful and deliberative in order to preserve the integrity of the public bid process.

1. The Project Manager, and city staff invited to assist in specification development, solicitation efforts, and/or award processes, must be considerate of conflicts of interest and other public accountability rules.
2. In the event a member of a RFP selection advisory committee has a conflict of interest, he or she must immediately withdraw from the process. If you have a conflict or perceived conflict of interest, you must consult with the Legal Department.

Use caution:

- a) when discussing any aspect or any opinion you might have of the solicitation process, vendors, bids or results until the award is complete.
- b) to avoid actions that give, or may be perceived to give, preferential treatment to any vendor.

IV. GRANTS & FEDERAL FUNDING

Are you trying to procure something that involves any type of grant or federal funding? Then STOP!



Purchases or work that have received a grant or federal funding may not be covered by this manual. These types of purchases often have their own procurement requirements.

ALL GRANTS ARE DIFFERENT, so one size does not fit all. Some grants simply require you to use your own procurement rules, while others require you to insert their contracting clauses into your contract. Contact Legal for advice on how to proceed. We will review your specific grant and guide you on what the next steps are.

The City of Anacortes' internal controls for Federal Awards are detailed in the [Federal Award Standards](#) document.

V. CONTROLLED COMMODITIES

The following items require approval from designated people. They are:

- Cell phones, telephone equipment - **IT Manager**.
- Computers and related equipment, printers, scanners and copiers, software or systems - **IT Manager**.
- Anything purchased using Equipment Rental and Revolving (ER&R) funds – **Fleet Services Manager**.

VI. DETERMINING CONTRACT VALUE

Contract value refers to the total aggregate value of the contract including all base periods, plus potential renewal periods.

- Example #1: A three year contract for \$40,000 per year is considered a \$120,000 contract.
- Example #2: A contract originally routed as a one year \$25,000 contract. If a renewal is negotiated for an additional year for another \$25,000, the aggregate value of the contract becomes \$50,000, which will require City Council authorization.
- Exception: Hardware/software maintenance agreements are treated as stand-alone agreements and do not need to be aggregated to the original hardware/ software purchase agreement.

VII. BID SPLITTING

The breaking of any project into units, or accomplishing any projects by phases, is prohibited if it is done for the purpose of avoiding compliance with bidding statutes¹.

The Washington Supreme Court has held that a city cannot break a public work into phases for the purpose of estimating the cost of a public works project, even though those phases are performed at different intervals of time. Instead, a city, while completing the actual project in phases, must total the cost of all phases of the public work or purchase. If the aggregate cost exceeds the applicable bid limit, the city must bid each phase of the project even though a single phase may cost less than the bid limit.

To avoid bid splitting:

- A. Combine all phases of a public work project when estimating cost.
- B. Combine the total of foreseen identical items purchased at the same time or within a calendar years' time, in which the cost exceeds competition limits (i.e. office supplies, laundry services, janitorial paper products, etc.)
- C. Items that are designed, or intended to be used together (i.e., water meters and covers), and the cost exceeds competition limits should be bid together.

¹ [RCW 35.23.352\(1\)](#)

VIII. SIGNATURE AUTHORITY AND APPROVAL

Per [RCW 35A.11.010](#), the City's authority to contract, and be contracted with, is vested in the City Council. City Council has delegated authority to the Mayor to execute contracts and modifications that meet the criteria of Anacortes Municipal Code Chapter 1.30². **Only the Mayor has the designated signature authority to sign contracts and binding agreements for the City.**

City Council approval is required for goods or services contracts that:

- A. Are contracts with a total aggregate value of \$45,000 or more
or
- B. Are cost modifications that, either singly or combined with all previous modifications, pushes the total contract amount from under to over the \$45,000 signature threshold
or
- C. Are cost modifications for contracts with an original value between \$45,000-\$99,999 that results in a new total contract amount \$10,000 or more over the original contract amount.
or
- D. Are cost modifications for contracts with an original value \$100,000 or more that results in a new total contract amount 110% over the original contract amount

Example 1: a \$200,000 contract has a modification for \$18,000 for a new contract amount of \$218,000. The original contract amount is over \$100,000 so the next step is to figure out if the new total contract amount is 110% over the original value(D). 110% of \$200,000 would be \$220,000, so this modification does not result in a new total contract amount 110% over the original contract amount and does not need to be approved by Council.

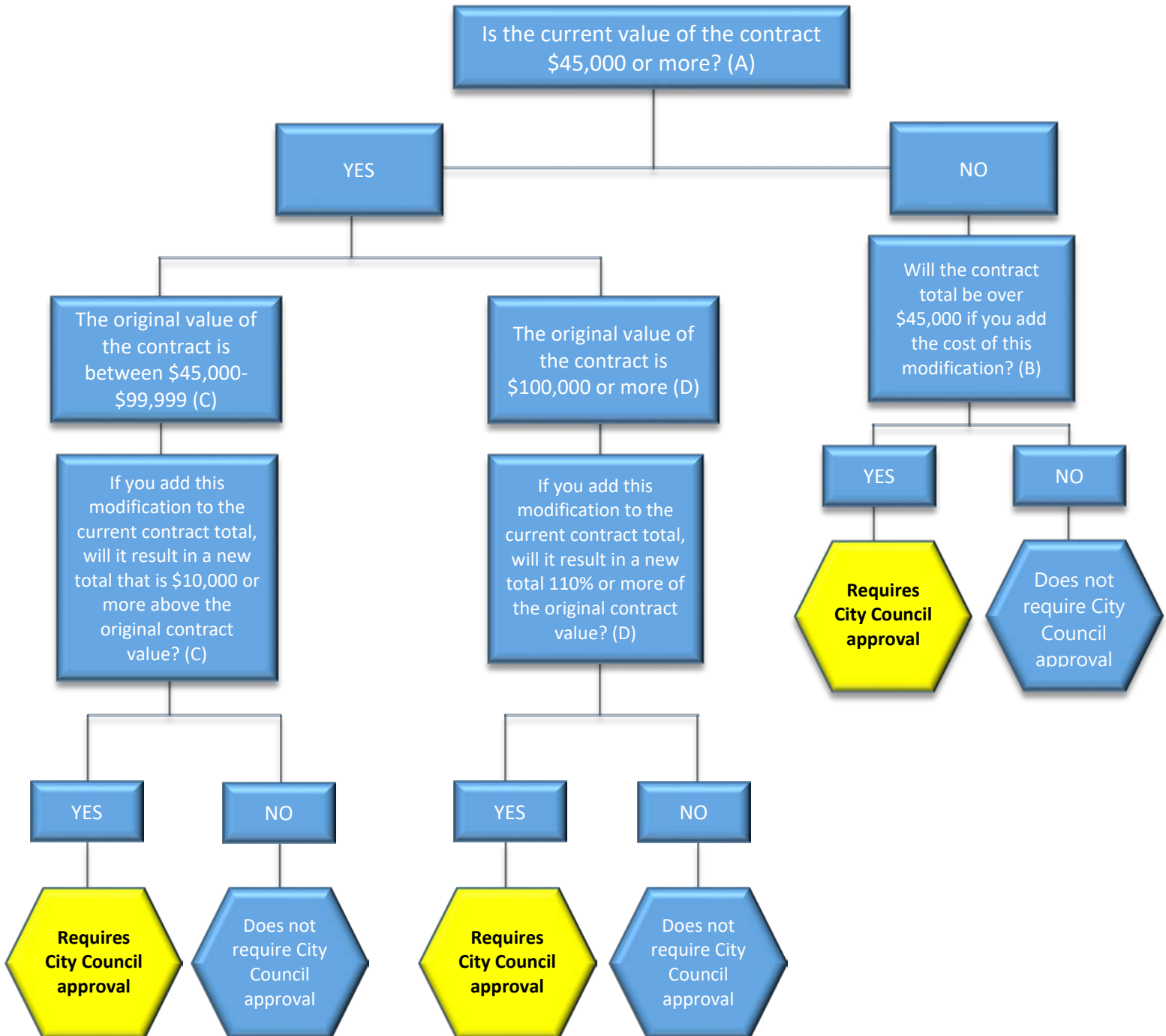
Example 2: a \$50,000 contract already had modification #1 for \$5,000 approved and executed. Now there is a new modification #2 for \$6,000. The original contract amount is between \$45,000-\$99,999, so the next step is to determine if this modification results in a new contract amount \$10,000 or more over the original contract value(C). Adding together Mod 1 and Mod 2 equals \$11,000 which is over \$10,000, so modification #2 does need to be approved by Council.

Example 3: a \$10,000 contract has a modification of \$1,500 for a new contract amount of \$11,500. The modification does not push the total contract amount over the \$45,000 threshold(B), and is not for a contract with an original value between \$45,000-\$99,999(C) or \$100,000 or more(D), so it does not need to be approved by Council.

Example 4: a \$40,000 contract has already had a modification #1 of \$1,000 and now has a modification #2 of \$5,000 for a new contract amount of \$46,000. Modification #1 did not meet any of the requirements of B, C, or D so it did not need to be approved by Council. Combined with the previous modification, modification #2 does push the total contract amount from under to over the \$45,000 signature threshold(B) and so it does need to be approved by Council.

² Ordinance 3036

Contract Modification Approval Requirements



IX. ELECTRONIC SIGNATURES

Electronic (digital) signatures are defined under [RCW 19.34.020](#):

"Digital signature" means an electronic signature that is a transformation of a message using an asymmetric cryptosystem such that a person having the initial message and the signer's public key can accurately determine:

- (a) Whether the transformation was created using the private key that corresponds to the signer's public key; and
- (b) Whether the initial message has been altered since the transformation was made."

The City, pursuant to [RCW 19.360.020\(5\)](#), declares DocuSign as the electronic signature provider for the City. Specifically, the Mayor, City Attorney, and Finance Director, and their designees, are authorized to use DocuSign, or any future replacement of such platform, to affix electronic signatures to electronic records. A City document that is required by law to be signed in non-electronic media may not be digitally or electronically signed. This Section does not supersede the requirements detailed in Section VIII or Ordinance 3036.

X. TYPES OF PROJECTS

Local government purchases and projects generally fall into one of five categories:

[Public works](#): All work, construction, alteration, repairs, or improvements to physical property, other than ordinary maintenance, that are paid for by a municipality.

[Professional architecture and engineering services](#): Professional services provided by a consultant that fall under architecture, engineering, land surveying, or landscape architecture.

[Personal services](#): Technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement, not including professional architecture and engineering services.

[Purchased services](#): Services provided by vendors for the routine, necessary, and continuing functions of a local agency, mostly related to physical work.

[Materials, Supplies, Equipment](#): Purchases of goods, equipment, supplies, or materials that are not connected with a public works project.



PUBLIC WORKS



XI. PUBLIC WORKS

A. Definition: What is a Public Work?

This covers more than you think: “all work, construction, alteration, repair or improvement other than ordinary maintenance”³ to pretty much any structure or facility the city owns. L&I considers “ordinary maintenance” to be that performed by your own staff, so that means every time you call in a carpenter, plumber, electrician, painter, roofer, elevator repair technician, tree trimmer, fencing company, HVAC repair technician, equipment operator or other person wearing tools who isn’t city staff, the purchase falls under public works procurement rules.

Contact the Contract Specialist if there is any question whether your project falls under “Public Works” or as to which procurement process is necessary. **ALL public work in ANY amount requires a written contract, payment of prevailing wages, and insurance.**

B. THRESHOLDS:

Public Works			
	DOLLAR LIMIT	FORMAL BID PROCESS	APPROVAL
Single Trade or Craft	\$0-\$75,500	Optional	\$40,001-\$44,999 = Mayor \$45,000+ = City Council
	Over \$75,500	Required	City Council
Multi Trade or Craft	\$0-\$116,155	Optional	\$0-\$44,999 = Mayor \$45,000+ = City Council
	Over \$116,155	Required	City Council
	DOLLAR LIMIT	QUOTES	APPROVAL
Using MRSC Small Works Roster	\$0-\$49,999	Minimum 3 quotes requested	\$0-\$44,999 = Mayor \$45,000+ = City Council
	\$50,000-\$249,999	Minimum 5 quotes requested	City Council
	\$250,000-\$350,000	Minimum 5 quotes requested Must notify all contractors on roster	City Council

Note: in the event the threshold limits in the Revised Code of Washington (RCW) are different from the values above, the RCW limits shall control.

“Craft” or “trade” means a recognized construction trade or occupation for which minimum wage categories are established by the Department of Labor and Industries of the State of Washington in the locality of the city’s projects or purchases.

³ [RCW 39.04.010](#)

C. Day Labor

The city may use our own employees to perform public works projects with an estimated cost up to \$75,500 (single craft) or \$116,155 (multiple craft). For larger projects, you must contract with a responsible contractor. However, the city must provide a report to the state auditor of the costs of all public works in excess of \$5,000 that are not let by contract. For any project using city workers that costs in excess of \$25,000, the city must publish a description of the project and its estimated cost in its official newspaper at least fifteen days before beginning the work⁴.

D. Determining the Cost of a Public Work

The total construction cost of each **project** must be estimated in order to correctly apply bid limit dollar amounts to determine if a public works project must be competitively bid. The estimate shall include all phases and anticipated contracts for the entirety of the project, and include materials, supplies, equipment, and labor on the construction of that project AND applicable sales and use taxes. However, the value of volunteer labor, material, or equipment need not be included in the cost estimate for a public works project, as these are not a cost to the agency. If the total project amount is over the bid thresholds then all contracts, no matter the individual dollar amount, must be procured through the bid process. The estimate may be prepared by an outside third party, however the final cost estimate must be validated by the city. The estimate needs to be prepared before any work begins and should be sent to the Contract Specialist.

E. Procuring Through Quotes

Projects for single craft or multiple crafts with a reasonably anticipated price equal to or less than the dollar thresholds do not require the use of competitive quotes or bids.

- It is recommended the Project Manager make every effort to obtain more than one quote.
- The Project Manager forwards solicitation, quotes, and project information to the Contract Specialist who administers the contract process.

F. Small Works Roster (SWR)⁵

When the estimated cost of a public works project is \$350,000 or less, the city may follow the Small Works Roster (SWR) process⁶ for construction of a public work or improvement as an alternative to the general competitive bidding requirements. The City of Anacortes has contracted with the Municipal Research and Services Center of Washington (MRSC) for the city use of a statewide electronic database for small public works roster and consulting services developed and maintained by MRSC.

⁴ [RCW 39.04.020](#)

⁵ [RCW 39.04.155](#)

⁶ [Resolution 1836](#)

Publication:

At least once a year, on behalf of the city, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to the appropriate MRSC roster or rosters at any time that they submit a written request and necessary records.

To use the SWR:

- Notifications and postings must emphasize that bids will be accepted only from contractors on the small works roster.
 - Sample text: *In accordance with competitive bid requirements set forth under RCW 39.04.155, Small Works Roster Contract Procedures, the City of Anacortes is pleased to invite you to submit a bid under the subject solicitation. Contractors who bid on this project must be registered on the Small Works Roster by the time that bids are due.*
- Notifications and postings should list if bonds and prevailing wage will be required.
- Project Manager or Contract Specialist contacts contractors off the Small Works Roster. Invitation for quotations shall include an estimate of the scope and nature of the work to be performed, materials and equipment to be furnished, and the date, time and location to return quote. However, detailed plans and specifications need not be included in the invitation.
- At the time bids are solicited, the city shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.
- No city employee may negotiate with any of the bidders. Some submissions may involve errors, omissions, or other irregularities; contact Legal to decide how to handle them.
- The Project Manager or Contract Specialist shall make a written record of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.
- The Project Manager forwards solicitation, quotes, and project information to the Contract Specialist who initiates the contract process.
- Formal bids are not required.
- Advertising is not required.
- Bid bonds are not required.
- A signed contract IS required.
- Prevailing wage IS required.
- Insurance IS required.
- Retainage may be waived.

Small Works Roster “Limited Public Works Process” – up to \$49,999

- If a work, construction, alteration, repair, or improvement project is estimated to cost less than fifty thousand dollars (\$50,000), the city may award such a contract using the limited public works process.⁷
- A minimum of three electronic or written quotations from the appropriate small works roster is to be solicited and the contract shall be awarded to the lowest responsible bidder⁸.
- The city will maintain a list of the contractors contacted and contracts awarded during the previous 24 months under the limited public works process, including contractor name, registration number, amount of contract, brief description of work and date contract awarded.
- The Contract Specialist administers the contract process and if the contract is \$0-\$44,999 it is under the Mayor’s signature authority threshold. If it is \$45,000 or more it is required to be approved for award by City Council.

Small Works Roster Process - Between \$50,000 and \$249,999

- Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster.
- The Contract Specialist administers the contract process and if the contract is required to be approved for award by City Council.

Small Works Roster Process - Between \$250,000 and \$350,000

- Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. However, if the city chooses to solicit bids from less than all the appropriate contractors on the appropriate small works roster the city must also notify the remaining contractors on the roster that quotations on the work are being sought. The city has the sole option of determining whether this notice to the remaining contractors is made by:
 - o publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
 - o mailing a notice to these contractors; or
 - o sending a notice to these contractors by facsimile or email
- The Contract Specialist administers the contract process and the contract is required to be approved for award by City Council.

⁷ [RCW 39.04.155\(3\)](#)

⁸ [RCW 39.04.350](#)

G. Formal Bid Process – Public Works

Competitive bidding is designed to prevent favoritism in awarding public work contracts and to enable local governments to obtain the best work or supplies at the most reasonable prices. It is also designed to provide a fair forum for bidders and to protect the public interest.

1. The Project Manager submits the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), and BARS # to the Contract Specialist.
2. The Contract Specialist compiles the bid package.
3. The notice to bid is to be published in the city's official newspaper, or a newspaper of general circulation most likely to bring responsive bids, at least 13 days prior to the submittal deadline. The notice shall state the nature of the work for which plans and specs will then be available free of charge online and on file.
4. Bids must be sealed and filed with the City Clerk within the time specified.
5. Each bid requires a bid proposal deposit of 5% or more in the form of cashier's check, postal money order, or surety bond.
6. Public bid opening is required.
7. The Project Manager verifies the bids meet the requirements of the Invitation to Bid and notifies the Contract Specialist of the lowest responsive bid.
8. The Contract Specialist verifies the contractor is a responsible bidder.
9. The Contract Specialist determines contract award approval requirements, and if required, schedules and prepares the City Council documents.
10. The Contract Specialist administers the contract process.

H. Requests for Bid Documents

The City of Anacortes Purchasing Policy requires that the City maintain the integrity of official bid documents sets, provide swift response when incorporating addenda changes, and communicate in a singular, fair, and equitable manner to registered bidders.

Builders Exchange of Washington (BXWA) provides prime bidders, subcontractors, suppliers, and other interested parties, virtual free-of-charge access to a complete set of project bid documents, including the ability to download, view, print, order full/partial plan sets from numerous reprographic sources, and free access to an on line digitizer/take-off tool.

Therefore, the City designates BXWA as the official source of bid packages for most capital public work projects, which insures that all bidders receive complete documentation, including all addendum, changes, and clarifications.

I. Unit-Priced Contracts – On-Call and Systemwide Maintenance

Effective June 7, 2018, all cities, towns, and port districts are authorized to use unit-priced contracts⁹. A unit-priced public works contract, sometimes called an “on-call” public works contract, is when a local government contracts for an unknown number of small public works projects over a fixed period of time (“indefinite quantity, indefinite frequency”). State statute defines a unit-priced contract as:

“[A] competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the [agency type], under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.”

While traditional public works contracts are awarded for specific projects/scopes with a specific total dollar value, unit-priced contracts are not associated with a particular project, do not guarantee any amount of work, and do not establish a total dollar value (although the contract may cap the dollar value at a certain level over the life of the contract). Instead, the agency agrees to pay a defined “unit price” for certain types of anticipated (but unplanned) work or trades over a certain time period.

The prices for different tasks may be based upon different units. Commonly used units include:

- Weight, such as tons
- Surface area, such as square feet or acres
- Volume, such as gallons or cubic yards
- Length/depth, such as linear feet or vertical linear feet
- Time, such as hours
- Quantity of items
- Lump sum per task

When a specific project is identified, individual work orders are authorized based upon either a “not-to-exceed” time and materials basis or a negotiated lump sum amount using the previously established unit prices.

COA Unit-Priced On-Call Contract Requirements:

1. Can only be used for activities that are not specifically planned and have no set project-specific budget.
2. The contract shall have a specified total aggregate not-to-exceed value.
3. The initial term of the contract may not exceed three years, with the option to extend or renew the contract for one additional year.
4. Modifications: During the course of a contract, there may be occasions when the original unit prices do not address particular work items that are needed. In those situations, new line items may be added by contract modification.

⁹ [RCW 35.23.352](#)

To Bid a Unit-Priced On-Call Contract:

- Use the **Formal Bid or** Small Work Roster procedures applicable to the estimate total aggregate not-to-exceed value of the contract.
- The Invitation to Bid must:
 - o Specify that the contract will expire when the work orders total the estimate total aggregate not-to-exceed value including WA sales tax, or the contract term expiration date, whichever occurs first.
 - o Specify how work orders will be issued and include a sample work order.
 - o State that there is no minimum volume of work guaranteed.
 - o Specify that Prevailing Wage rates in effect at the beginning date of contract year must be applied.
 - o Specify that Prevailing Wage rates must be updated and Intents and Affidavits submitted to Labor and Industries annually (12-month contract period).

Unit Priced Systemwide Maintenance and Repair Contracts:

There are also some systemwide maintenance and repair contracts that are sometimes referred to as “on-call contracts” but actually fall under traditional public works contracting as long as the scope is clearly and properly defined.

To qualify as a traditional public works contract instead of an on-call contract, a systemwide maintenance or repair contract must cover specific activities planned in advance and budgeted (as opposed to on-call contracts which cover activities that are not specifically planned and have no set budget).

Examples include:

- Sewer or storm drain “jetting” (cleaning) up to a certain budget amount, but not an exact number of linear feet
- Sidewalk/trail construction or reconstruction in relation to the city’s pedestrian master plan (not necessarily a fixed quantity), up to a certain budget amount
- Storm pond maintenance
- Annual contracts for pavement crack sealing, chip seals, overlays, etc.

These contracts can be structured so that they qualify as public works projects with readily determinable quantities and costs related to a fixed scope. Systemwide maintenance and repair contracts should not cover unanticipated projects or emergency repairs, which would fall under on-call contracting.

J. Withdrawal of Bids – Cancellation of Awards

Bids may be modified or the bid may be withdrawn by written notice received prior to the time set for opening in the office designated in the invitation for bids. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later

than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the Mayor after consulting with legal counsel.

K. Cancellation of Invitations for Quotations or Bids

An invitation for quotations or bids may be canceled at the discretion of the department director. The reasons shall be made part of the contract file. Each invitation for quotations or bids issued by the city shall state that the invitation may be canceled. Notice of cancellation shall be sent to all parties that have been provided with a copy of the invitation. The notice shall identify the invitation for quotations or bids and state briefly the reasons for cancellation.

L. Responsive Bid

What is a Responsive Bid?

Responsive bids are bids that are submitted on time with all of the information the city requested. Bids submitted after the submittal deadline or at the wrong location should be rejected as non-responsive – in other words, the city will neither accept nor open late bids. If a contractor claims extenuating circumstances, refer them to the City Attorney.

Typically, bidders must provide the following information at the time of bidding:

- Sealed bids, with the name of the project and the time and date of the bid opening clearly stated on the outside of the bid packet
- Bid guarantee in the form of a bid bond, cashier's check, certified check, or personal money order
- Lump sums, unit prices, and total prices in the spaces provided on all of the bid forms, including all appropriate sales taxes
- Receipt of addenda acknowledged
- Acknowledgment of attendance at mandatory pre-bid meeting (to be verified)
- Non-collusion affidavit certificate
- Mandatory bidder responsibility questionnaire with all items filled in

While it is possible to do a brief check when the bids are first opened, the city reserves the right to ascertain full compliance with the bid proposal requirements after a more detailed review, generally within a maximum of 30-45 days.

Additional items may be required shortly after bid opening:

- If supplemental bidder responsibility criteria are required (see below), a separate questionnaire must be filled out and submitted within 72 hours after bid opening. However, this questionnaire should only be required of the apparent low bidder and the next two lowest bidders

- For projects that cost an estimated \$1 million or more, a list of all subcontractors for HVAC, plumbing, or electrical work must be submitted¹⁰. The bidder may also submit itself for any of these categories. This list may either be submitted within one hour after the bid opening (the preferred method) or at the time the bid is submitted.

In addition, [RCW 39.04.350\(2\)](#) allows agencies to adopt additional relevant responsible bidder criteria for individual projects. Supplemental criteria may be on two levels:

- A basic level that may include such things as no delinquent state taxes, no federal debarment, minimal prevailing wages violations, no excessive claims against retainage and bonds, no public bidding violations, no termination for cause or default, and unwarranted lawsuits with respect to public contracting.
- A secondary level whose criteria relate to the nature of a specific project. For example, the city may require that a contractor must have completed three projects of a similar scope and dollar volume within the past five years.

These supplemental criteria and associated evaluation methods must be provided in the invitation to bid or bidding documents.

M. Responsible Bidder

The city is required to award public works contracts to a responsible bidder with the lowest responsive bid¹¹. This applies to informal bidding, such as a small works roster, as well as formal competitive bids.

Responsible bidders¹² must meet a number of mandatory criteria. The bidder must:

- At the time of bidding be a registered contractor in compliance with chapter [18.27 RCW](#)
- Have a current Washington State Unified Business Identifier (UBI) number
- If applicable, have industrial insurance/workers' comp coverage required in [Title 51 RCW](#)
- Have a Washington State Employment Security Department (ESD) account as required in [Title 50 RCW](#)
- Have a state excise tax registration number as required in [Title 82 RCW](#)
- Not be disqualified from bidding under RCW [39.06.010](#) or [39.12.065\(3\)](#)
- Not have any apprenticeship violations, if applicable
- Certify through a sworn statement that they are not a willful violator of labor laws in reference to [RCW 49.48.082](#).
- Have received training on the requirements related to public works and prevailing wage under chapter [39.04 RCW](#) and chapter [39.12 RCW](#), or received exemption from this requirement by completing three or more public works projects and have had a valid business license in Washington for three or more years;

¹⁰ [RCW 39.30.060](#)

¹¹ [RCW 39.04.010](#)

¹² [RCW 39.04.010](#), [RCW 39.04.350](#)

N. Bid Deposit, Performance Bond, and Payment Bond for Public Works Improvement Projects

Whenever competitive quotes or bids are required, a bidder may be required to make a deposit in the form of a certified check or bid bond in an amount equal to not less than five percent of the total bid, which percentage shall be specified in the call for bids. As part of any bid submitted, the bidder shall be required to warrant that the bid is a genuine bid, and that he/she has not entered into collusion with any other bidder or any other person. All public works contractors shall furnish a performance bond and a payment bond in an amount equal to the total amount of the contract on a form approved by the City Attorney. In lieu of a performance bond on contracts of \$150,000 or less a contractor may request to have 10 percent of the contract retained for a period of 30 days after the date of final acceptance¹³. The request will be evaluated and accepted or rejected by Legal.

O. Retainage

State law¹⁴ requires the city to withhold up to five percent (5%) of the contract price earned by the city's contractor during performance of public work and construction contracts. The withheld amount, known as "retainage," is for the benefit of laborers and material suppliers in the event the contractor fails to pay them. Retainage may also be used to satisfy tax claims by the Department of Revenue and/or the city, prevailing wage related claims by the Department of Labor and Industries, unemployment compensation related claims by the Employment Security Department, and contract performance claims by the city itself. Retainage is not paid ("released") to the contractor until appropriate releases are received from the involved state agencies and city departments/divisions.

A contractor has several options in how retainage will be held¹⁵:

1. The most common is to have the city withhold and retain five percent (5%) from each payment made during performance of the contract in a non-interest bearing fund.
2. A bond in-lieu-of retainage (aka "retainage bond") may be submitted by the contractor on the city's standard form or one that is acceptable to the city for all or any portion of the contract retainage amount.
3. The amount(s) retained may be deposited by the city in an interest bearing account. Interests on such monies shall be paid to the contractor and is not subject to withdrawal until after final acceptance of the work.
4. An escrow account may be jointly established by the contractor and the city with a bank. This escrow option must utilize the city's standard forms. The monies placed in escrow must be converted into bonds and securities approved by the city and any interest is paid to the contractor as it accrues.

¹³ [RCW 39.08.010](#)

¹⁴ [Chapter 60.28 RCW](#)

¹⁵ [RCW 60.28.011](#)

Retainage requirements are not mandatory for non-public works supplies or services, but may be used in the discretion of the department/division. Note that even when the city has required a performance bond for these types of contracts, retainage is not held unless specified in the solicitation and contract. This is rare.

At the conclusion of contract performance, any retainage reserved by the city will be released or otherwise disbursed according to the city's standardized contract close out process.

P. Prevailing Wages

- State law requires prevailing wages to be paid by the contractor on all public works projects and all public building service maintenance contracts¹⁶. To see the list of applicable labor categories go to State of Washington Department of Labor and Industries [website](#). Prevailing wage questions may be directed to the Department of Labor and Industries (L&I), Prevailing Wage Section, 360-902-5335.
- Public works contracts require that each and every employer on the project file a Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit), regardless of the size of the contract. The forms are filed with L&I and, once they are approved, are submitted by the employer to the city's Contract Specialist.
- Owner/Operators that do not have any employees do not need to pay themselves prevailing wages, however, they do still need to file Intents and Affidavits with the Department of Labor and Industries and list in section 3 of the form that they are Owner/Operator.
- For all public works contracts, except janitorial and building service maintenance contracts, the applicable prevailing wage rates shall be those in effect on the submittal due date. These rates shall remain in effect throughout the duration of the contract. If a contract is not awarded within six months of the submittal due date, the applicable prevailing wage rates shall be those in effect on the date the contract is awarded, and shall remain in effect for the duration of the contract¹⁷.
- For janitorial, building service maintenance contracts, and unit-priced contracts, the prevailing wage rates in effect on the submittal due date are the minimum rates that must be paid for the first year of such contract and thereafter. However, any janitorial, building service maintenance contract, and unit priced contract, of more than one year in duration must include wage increase language specifying that wages will be altered annually to follow the most recent publication of prevailing wage rate¹⁸.

¹⁶ [RCW 39.12](#)

¹⁷ [WAC 296-127-011](#)

¹⁸ [WAC 296-127-023](#)

- Specification documents must state that workers shall receive the prevailing rate of wage. The specifications must either list all of the applicable prevailing wage rates, or else provide the URL address for L&I's [Prevailing Wage Rates for Public Works Contracts](#) with the exact wage publication date and county. NOTE: Prevailing wage rates are adjusted twice annually – usually in the spring and fall.
- Payments by the city are not allowed when contractors have not submitted an Intent form that has been approved by the L&I industrial statistician. The city may not release retainage until all contractors and subcontractors have submitted an Affidavit form that has been certified by L&I. The requirement to submit these forms should also be stated in the contract.
- There is no minimum dollar amount for public work or prevailing wage. Prevailing wages must be paid for any work, construction, alteration, repair or improvement, other than ordinary maintenance, that the city causes to be performed by a private party through a contract.
- Should the city fail to comply the city can be held responsible for any unpaid prevailing wages.

****Federal Prevailing Wage Requirements**

The federal government has its own public works prevailing wage requirements, or wage decisions, established by the Davis-Bacon Act (DBA). For any public works project receiving federal funding, contractors must pay the higher of the state or federal wage rates¹⁹. This should also be stated in the bid specifications and contracts.

To look up current federal wage decisions by trade and county, see Wage Determinations Online [Selecting DBA Wage Decisions](#).

¹⁹ [WAC 296-127-025](#)



SERVICES



XII. SERVICES

The first step in successfully contracting for services is to determine the category of service that you will be contracting for, as there are distinct differences between service types and the manner of solicitation. Distinguishing between services and public work is also important, as services may have different bidding requirements.

A. Architectural and Engineering Services (A&E Services)

Professional architecture and engineering (A&E) services are services provided by any person, other than an employee of the agency, that fall under the general statutory definitions of:

- Architecture (Chapter [18.08 RCW](#))
- Engineering (Chapter [18.43 RCW](#))
- Land surveying (Chapter [18.43 RCW](#))
- Landscape architecture (Chapter [18.96 RCW](#))

Purchases of A & E Services

Architectural and Engineering consultants are initially selected based upon their qualifications, rather than price. The defining characteristic of chapter [39.80 RCW](#) is its strict insistence on qualification-based selection (QBS) of A&E professionals. In contrast to public works contracts, purchases (equipment, materials, and supplies), and purchased service contracts, an agency **cannot consider price** in the selection process for professional A&E services: it must select the most qualified firm, and then negotiate a price for the work contemplated. There are two ways to select an A&E firm based upon their qualifications:

1. Procure using a request for proposals (RFP) process. This process requires the city representative to develop a written scope of the project and any criteria used to select the service provider and then select a qualified contractor from the city's MRSC architectural, landscape architectural, and engineering service roster, following the procedures of [39.80 RCW](#).
2. If the Project Manager does not choose to use the appropriate roster, then a formal Request for Qualification (RFQ) process must be followed, following the procedures of [39.80 RCW](#). Contact the Contract Specialist for assistance.

The city will negotiate a contract with the most qualified firm at a price which the city determines is fair and reasonable. In making its determination the city shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature. If the city is unable to negotiate a satisfactory contract with the firm selected at a price the city determines to be fair and reasonable, negotiations shall be terminated and the city shall begin negotiations with the next highest qualified firm. Forward all documentation to the Contract Specialist for archiving. Once a firm has been selected, the information will be provided to the Contract Specialist who then administers the contract process.

B. Personal Services

Services provided by independent consultants that require specialized knowledge, advanced education, professional licensing or certification and where the primary service provided is mental or intellectual, involving the consistent exercise of judgment and discretion.

- Examples: accountants, attorneys, consultants, graphic artists, strategic planning, studies/analysis, training, certification services

Purchases of Personal Services

1. Send a written solicitation to qualified firms or individuals describing the needed services. The MRSC Consultant Roster can be used if desired. Request prices, schedules, and qualifications.
2. If a formal Request for Proposals is needed, contact the Contract Specialist for assistance.
3. Submit all proposals and any evaluation documents to the Contract Specialist who then administers contract process.

C. Purchased Services

Purchased services are those provided by vendors for routine, necessary, and continuing functions of a local government agency, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the agency's day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making. For most purchased services, the main determinant of award is price and there are no bid limits or requirements for advertising, bonds and/or retainage, or, depending on the specific facts, prevailing wages. Contractors whose work includes only observing, directing, verifying, and reporting would not have a prevailing wage requirement. There are a number of purchased services, however, that hover over that thin gray line between purchased services and public works contracting. Purchased service contracts require, on the whole, much less paperwork than public works contracts. If a particular contract is very near the gray line, the conservative approach is to consider it a public works contract.

Contact the Contract Specialist if there is any doubt as to if a project is a purchased service or public work.

- Examples: janitorial services, elevator or equipment inspection (but not *repair*), grounds keeping, pest control, moving services, fire extinguisher inspection, vehicle towing

L&I considers some service contracts, such as HVAC maintenance or road striping, to be public works and subject to public works bidding requirements.

Purchases of Purchased Services

1. Determine if you will procure through obtaining quotes, a formal bid, or RFP. The Contract Specialist must be involved in the formal bid or RFP process.
2. If obtaining quotes, request quotes from 1 or more qualified firms or individuals describing the desired services. Request prices (including prevailing wage if applicable), schedules, and qualifications.
3. Evaluate the proposals and determine the lowest responsible bidder.
4. Submit proposals and all evaluation documents to the Contract Specialist who then administers contract process.

D. Publication

[RCW 39.80.030](#) requires that the city shall publish in advance the city's requirement for professional services. The city may comply with this section by (1) publishing an announcement on each occasion when professional services provided by a consultant are provided by the city; or (2) announcing generally to the public its projected requirements for any category of type of professional service to create a Consultant Roster. Advertising for the Consultant Roster must be done at least once a year by MRSC on the city's behalf. The MRSC Consultant Roster will distinguish between professional architectural and engineering services as defined in [RCW 39.80.020](#) and other consulting services. Firms or persons providing consulting services shall be added to the appropriate roster at any time they submit a written request and necessary records. The city reserves the right to publish an announcement on each occasion when professional services or other consulting services are required.



MATERIALS, SUPPLIES, AND EQUIPMENT



XIII. PURCHASING MATERIALS, SUPPLIES, EQUIPMENT

(Unrelated to Public Work/Construction, Services, A&E)

At first glance, one would think there would be no trouble figuring out what purchases fall into the category of “materials, supplies, and equipment” not used in connection with a public work project or improvement. Stationery, rubber bands, fire trucks, and copy machines come to mind. And, services should also be pretty easy to identify. But sometimes the situation is ambiguous.

Distinguishing between public works and materials, supplies and equipment not used in a public work is important, as different bidding requirements apply to each.

Common sense can be a good guide in this area of the law, but sometimes gray areas can create confusion and uncertainty. If you are concerned about a specific situation, consult the Contract Specialist.

A. THRESHOLDS and LOCAL PREFERENCE:

DOLLAR LIMIT	PROCUREMENT PROCESS	APPROVAL*	LOCAL PREFERENCE
\$ -0- to \$2,500	Competition not required Departments encouraged to determine price is fair and reasonable and document in department files.	Department Head	All departments shall make a good faith effort to purchase goods within the City of Anacortes when they are available and suitable to city needs at a price that is competitive. <u>Legal Restrictions:</u> Even below bid threshold, City has obligation to procure goods at the best price as steward of public funds. Therefore, City may not require only local purchases.
\$2,501 to \$7,500	3 Quotes Requested Must be attached to the electronic invoice	Department Head	Departments are encouraged to attempt to obtain at least one quote from a local business when procuring under the bid threshold. Staff should take into account price, delivery times, and return policies when evaluating quotes. <u>Legal Restrictions:</u> Even below bid threshold, City has obligation to procure goods at the best price as steward of public funds. Therefore, City may not require only local purchases.
\$7,501 to \$15,000	MRSC Vendor Roster or Formal Sealed Bid Process (Contact Contract Specialist)	Department Head	RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Any other preferences favoring local businesses are not permitted during any formal bid process. <u>Legal Restrictions:</u> Over bid thresholds, Cities are only allowed to procure goods as expressly provided by state law. The only allowance for local preference in state law is as provided in RCW 39.30.040, which allows jdx to take sales tax revenue into account.
\$15,001+	Must use Formal Sealed Bid Process (Contact Contract Specialist)	Department Head if under \$45,000; City Council if \$45,000+	RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Any other preferences favoring local businesses are not permitted during any formal bid process. <u>Legal Restrictions:</u> Over bid thresholds, Cities are only allowed to procure goods as expressly provided by state law. The only allowance for local preference in state law is as provided in RCW 39.30.040, which allows jdx to take sales tax revenue into account.

***Approval:** The Department Head may only approve purchases that are provided for in the city budget and are under \$45,000.00. Any contracts for goods must be managed by the Contract Specialist and can only be signed by the Mayor.

All dollar limits include freight, handling, set-up cost, and appropriate sales tax.

It is the Department Head's/Division Manager's responsibility to appoint who shall make purchases for their department on the city's behalf under the respective quote limits.

B. Informal Competitive Quotes - Materials, Supplies or Equipment between \$2,501-\$7,500

1. A city representative shall make an effort to contact at least three vendors. Departments are encouraged to attempt to obtain at least one quote from a business within the City of Anacortes. The number of vendors contacted may be reduced if the item being sought is only available from a smaller number of vendors. When fewer than three quotes are requested or if there are fewer than three replies, an explanation shall be attached to the electronic invoice.
2. Whenever possible, quotes will be solicited on a lump sum or fixed unit price basis.
3. At the time quotes are solicited, the city representative shall not inform a vendor of any other vendor's quote.
4. A written record shall be made by the city representative of each vendor's quote on the materials, supplies, or equipment, and of any conditions imposed on the quote by such vendor.
5. It is allowable to use criteria other than cost (e.g., qualifications, available staff, delivery timelines, return policies, etc.) in making an award.
6. Award shall be made to the vendor submitting the lowest and best responsible quote.
7. Whenever there is a reason to believe that the lowest acceptable quote is not the best price obtainable, all quotes may be rejected and the city may obtain new quotes.
8. Attach all quotes to the electronic invoice.

Notes:

- If your quote is of a complex nature, let the Contract Specialist obtain the quotes for you to ensure everything is apples-to-apples.
- In the request for quotes, be sure technical information defines acceptable quality and insure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternate, it must be re-quoted using the alternate specifications.
- The city will not pay for any technical information from the vendor. If the information is to be shared with other vendors, it must be stated so up front. If you use a vendor's technical information without their approval, you may find yourself in a legal tangle.
- Staff may arrange on-site demonstrations or delivery of preview/trial merchandise but must keep in mind that just because you have demoed

someone's product does not mean you will be able to buy it. Competition may still be required and it must be made clear to the vendor beforehand that no preferential treatment will be given.

- Obtain freight pricing (FOB Destination, Freight Prepaid).

C. Vendor Roster – Materials, Supplies, or Equipment \$0 -\$15,000

When purchasing materials, supplies, or equipment not connected to a public works project in the amount of \$15,000 or less, the city may award purchasing contracts by a vendor list process²⁰. The City of Anacortes has contracted with the Municipal Research and Services Center of Washington (MRSC) for the city use of a state wide electronic vendor roster developed and maintained by MRSC.

Publication:

At least twice a year, on behalf of the city, MRSC shall publish in a newspaper of general circulation within the district a notice of the existence of a roster(s) of vendors for materials, supplies, and equipment, and shall solicit names of vendors for the roster.

To use the Vendor Roster, the Project Manager:

- Drafts a written description of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase.
- Makes a good faith effort to contact at least three (3) of the vendors on the roster to obtain telephone or electronic solicitation quotations from the vendors for the required materials, supplies, or equipment.
- Doesn't share telephone quotation from one vendor with other vendors solicited for the bid on the materials, supplies, or equipment.
- Saves a written record of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor and attaches them to the electronic invoice.

D. Formal Bid Process – Materials, Supplies, or Equipment \$7,501+

Unless the Vendor Roster process is used, purchases of supplies, goods, materials, and/or equipment over \$7,500 that are not part of a public works and improvements contract must call for bids using the formal bid process, with price being the primary factor in the contract award decision. Purchases of custom or specialty goods, and/or products that are subject to proprietary design or similar rights, are sometimes conducted using the Request for Proposal (RFP) process, with price performance criteria as well as price being factors in the contract award decision. Contact the Contract Specialist to discuss whether the formal bid or RFP process best fits your situation.

- Unless otherwise specifically approved by the City Council, all contracts relating to the purchase of materials, equipment, or supplies shall be in accordance with

²⁰ [RCW 39.04.190](#), Resolution 2030

the city budget.

- The Project Manager notifies the Finance Department regarding any budget transfers to cover funding.
- The Project Manager submits the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), BARS #, as well as a list of potential vendors (if applicable), to the Contract Specialist.
- The Contract Specialist compiles the bid package and administers the bid process.
- An invitation for bids shall be issued which shall include the specifications and the contractual terms and conditions applicable to the procurement.
- Public notice of the invitation for bids shall be published at least once in a newspaper of general circulation. The public notice shall state the date and time of bid opening. Bids not received by the date and time stated for bid opening will not be accepted or considered.
- Bids shall be opened publicly and recorded at the time and place designated in the invitation for bids.
- Withdrawal of Bids - Cancellation of Awards. Bids may be modified or the bid may be withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for opening. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the Mayor after consulting with legal counsel.
- The Project Manager verifies the bids meet the requirements of the Invitation to Bid and notifies the Contract Specialist of the lowest responsible bidder.
- Award. The award of bid shall be made to the lowest responsible bidder whose bid meets the specifications and evaluation criteria set forth in the invitation for bids. The City may reject all bids at its discretion.
- The Contract Specialist determines contract award approval requirements, and if required, schedules and prepares the City Council documents.
- The Contract Specialist administers the contract process.

E. Lowest Responsible Vendor

The following factors, in addition to price, may be taken into account by the city in determining the lowest responsible vendor. If any or all of these criteria will be applied during the evaluation process then they must be included in the Invitation to Bid:

1. The ability, capacity, and skill of the vendor to perform the contract;

2. The character, integrity, reputation, judgment, experience, and efficiency of the vendor;
3. Whether the vendor can perform the contract within the time specified;
4. The quality of performance of previous contracts or services;
5. The previous and existing compliance by the vendor with laws relating to the contract;
6. Such other information as may be secured having a bearing on the decision to award the contract.

If recommendation for award is being made to anyone other than the low bidder, send a memo stating specific reasons why the low bid is not acceptable to the Contract Specialist for evaluation.

F. Life Cycle Costing

In considering the purchase of materials, equipment, supplies, whenever there is a reason to believe that applying the "life cycle costing" method of quote evaluation would result in the lowest total cost to the City, first consideration shall be given to purchases with the lowest life cycle cost which complies with the specifications.

G. Telecommunications and Data Processing (Computer) Equipment or Software

Recognizing the unique aspects of computer and telecommunication systems, the legislature established an alternative process for making such purchases. [RCW 39.04.270](#), which is available to all municipalities, allows purchases through use of an alternative competitive negotiation process requiring, at a minimum, the following steps:

1. A request for proposals (RFP) must be published in a newspaper of general circulation at least 13 days before the last date on which the proposals will be received.
2. The RFP must identify significant evaluation factors, including price, and their relative importance.
3. The city must provide reasonable procedures for technical evaluation of the proposals, identification of qualified sources, and selection for awarding the contract.
4. The award must be made to the qualified bidder whose proposal is "most advantageous" to the city.
5. The city may reject all proposals for good cause and request new proposals.

XIV. EXCEPTIONS TO THE COMPETITIVE PROCESS

The Washington State statutes²¹ contain exceptions to the previously discussed bidding requirements. Exceptions, when exercised, should make good business sense and be in the best interest of the city.

It is important to note that ONLY the requirement for competitive bidding or advertising is waived. It does not waive any contractual requirements, approvals, or insurance requirements.

NOTE: If you think your project or purchase falls under one of the exceptions to the bid law, think again. The bid laws are there for a reason – to try to ensure that cities get the best buy for their money. Many of the projects or purchases that a city might consider to fall within exceptions are in the “gray” area of the law. If there is any doubt, the Finance Director or Contract Specialist should check with the city’s auditor.

Exemptions to the competitive bidding requirements:

- Purchases that are clearly and legitimately limited to a single source of supply
 - o Licensed or patented good or service
 - o Items that are uniquely compatible with existing equipment, inventory, systems, programs or services
 - o Meets City standards (i.e. water meters)
 - o Factory-authorized warranty services
- Purchases involving special facilities or market conditions
 - o Item is of special design, shape or manufacture that matches or fits with existing equipment, inventory, systems; used items; auctions
- Purchases in an emergency
- Inter-Governmental Cooperative Purchases
- Purchases of insurance or bonds
- Pollution control facilities and some neighborhood “self-help” projects may be exempt from bidding requirements
- Cities may hire the state or county to do road projects without going out for bids

A. Brand Name and Sole Source Purchases

Brand Name Bidding

Cities may advertise for bids by specifying a particular brand name item as long as the responsible officials have exercised their judgment and determined that a certain brand name is of higher quality or is better suited to the municipality’s needs. In *Smith v. City of Seattle*, the city advertised for bids for incandescent lamps, specifying a particular brand. In a suit brought by a maker of a similar lamp, the court stated that as long as the officials involved exercised their discretion in determining that a particular brand of lamps was more desirable, the city’s procedure was proper in the absence of abuse of

²¹ [RCW 39.04.280](#), [RCW 39.34.030](#),
[RCW 39.30.045](#), [RCW 35.21.278](#)

discretion or fraud. In this case, the fact that the city had used the specified lamps previously and they had performed satisfactorily provided a rational basis for city authorities to limit the bid advertisement to that specified brand of lamps, and the court found no abuse of discretion. There is no requirement that bid specifications naming a particular brand also include a phrase such as "or an equal brand." Contact the Contract Specialist for assistance in determining and documenting the brand name need, and preparation of bidding documents.

Sole Source Purchases

A sole source is a unique exception to the city's purchasing policies. A sole source situation is when it is only feasible to obtain a good or service from one supplier or service provider. Sole source conditions include such things as: (a) products, systems, information, or services that are subject to patent or other proprietary use rights; (b) supplies or services that only one vendor is capable of providing or authorized to provide; (c) items that are available from a single source and such items are required in order to function with existing equipment, systems, programs, or services; (d) situations where the sole source is the only practical way to meet the city's requirements or delivery deadlines; and/or (e) security requirements or information mandates that limit procurement from only a single vendor.

- Unless a specific sole source condition exists, the department/division and project manager shall follow standard competitive solicitation process.
- If there is any doubt, the department/division should pursue a competitive solicitation.
- Specifications must be expansive as possible to ensure the greatest pool of bidders to compete. There must be a clear and appropriate reason for specifications that narrow the field to a sole source.
- A late start to the project does not justify a sole source.
- Prior contracts with a vendor for work on a project is not necessarily an appropriate reason for a sole source waiver.
- The department/division making such a waiver request must document sufficient information that objectively establishes there is only a single source or that a patented or proprietary use right restriction exists. If you have used expansive specifications and find significant data that indicate a sole source, complete a [Sole Source Justification Form](#) and submit to the Contract Specialist.
- Sole source waivers require a City Council resolution.
- The Contract Specialist will prepare the City Council documents and administer the contract process.

B. Special Market Conditions

Special Market Conditions – What Are They?

[RCW 39.04.280\(1\)\(b\)](#) provides a “special market conditions” waiver from the bidding requirements for purchases of materials, supplies, or equipment. To use this exemption, the City Council must pass a resolution stating “the factual basis for the exception”.

What are special market conditions? No definition is given in the statutes. Some have suggested that if supplies or used equipment are offered at a very favorable price and will be sold before a city will have a chance to complete the bidding process, there is a special market condition. However, since there have been no court cases or attorney general’s opinion on this subject, if an employee wishes to invoke “special market conditions” to waive the bidding requirements, the Contract Specialist and City Attorney should be consulted.

Auctions

Sometimes the city will find exactly what it needs, at a favorable price, at an auction. Obviously, seeking bids would be impossible in an auction setting. [RCW 39.30.045](#) authorizes a city to acquire supplies, materials, and equipment through an auction conducted by the United States or any agency thereof, an agency of the state of Washington, a municipality or other government agency, or any private party, without bids, if the items to be purchased can be obtained at a competitive price. This authority, it would seem, would allow a city to make a purchase on an internet-based auction service, such as eBay, as well as through more traditional, in-person auctions. The Department Head must pre-approve an upper bidding limit, (which must be within the approved city budget), for the person doing the bidding.

C. Emergency Purchases

For purposes of this section “emergency” means unforeseen circumstances beyond the control of the city that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Competitive bidding may be waived subject to the following process:

1. Obtain concurrence of the Department Head or designee that a qualifying emergency requiring immediate acquisition of goods or services exists.
2. The Project Manager must inform the contractor that prevailing wage rates apply and the paperwork will be required as soon as possible, and before payment is made.
3. Promptly notify the Contract Specialist of emergency situations by submitting a memo describing the situation as soon as an emergency is known.
4. The Contract Specialist prepares the contract and City Council documents.
5. Once approved by City Council, the Contract Specialist sends the contract, bonds

and insurance requirements to the contractor. Work may begin without the required documents but the executed contract must be obtained, along with an executed bonds, and insurance documentation, as soon as possible, and before any payment is made.

State law requires that if a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record no later than two weeks following the award of the contract²².

Public works and improvements emergencies (e.g., broken water main, washed out road, sewer main break, etc.) require contract, performance bond, prevailing wages, and insurance. Local, state and federal laws do not exempt these requirements during an emergency.

D. Inter-Governmental Cooperative Purchases

[RCW 39.34.030](#) allows the city to join with other governmental agencies for the purchase of supplies, equipment, or services. This is done by entering into a written Intergovernmental Cooperative Purchasing Agreement (also known as an "interlocal agreement"). Contact the Contract Specialist for assistance through this process.

Prior to making a purchase under such an agreement, the city must ensure that the procedure used by the agency that originally awarded the bid, proposal, or contract is allowable within the city's purchasing policy by using the [Cooperative Purchasing Checklist](#). The originating agency must also have fulfilled one of two additional public notice requirements:

- Posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations.
- Provided an access link on the state's web portal to the notice.

The originating agency's procurement, advertisement, contract documents, and the completed [Cooperative Purchasing Checklist](#) must be saved with the city's contract documents.

The city may also make a bid call with another government entity as a joint purchase that complies with the procurement requirements of both jurisdictions. When practical, the city should include language in its solicitations that allows other public agencies to purchase from Anacortes' contracts, provided that other agencies provide similar rights and reciprocal privileges to the City of Anacortes.

The City Council must approve all Intergovernmental Cooperative Purchasing Agreements.

²² [RCW 39.04.280](#)

E. Pollution Control Facilities

Chapter [70.95A RCW](#), relating to pollution control facilities and enacted in 1973, may offer an important exception to bidding requirements. The term “facility” is defined to mean “any land, building, structure, machinery, system, fixture, appurtenance, equipment or any combination thereof . . . which is used or to be used . . . in furtherance of the purpose of abating, controlling, or preventing pollution.” “Pollution” is defined broadly to include water pollution, land pollution, solid waste disposal, thermal pollution, radiation contamination, or noise pollution. To exercise this exemption, the Project Manager must receive a written certification from the Department of Ecology, or applicable regulating agency, that the project is designed to abate, control, and/or prevent pollution. The Contract Specialist must be involved in this process.

F. Neighborhood “Self-Help” Projects

The city may contract with certain groups to do neighborhood improvement projects without regard to the competitive bidding laws. These groups include chambers of commerce, service organizations, community, youth, or athletic associations, or other similar associations located in and providing service to the immediate neighborhood. The contracting association may make park and recreation improvements, install equipment and artwork, and provide maintenance services while being reimbursed by the city for its expenses. The consideration received by the city (the improvements, artwork, etc.) must be at least equal to three times the city’s payment to the association. All payments made by the city under the authority of this section for all such contracts in any one year shall not exceed twenty-five thousand dollars or two dollars per resident within the boundaries of the city, whichever is greater.

G. State or County Construction or Repair of Streets²³

By passing a resolution, the City Council may authorize Skagit County to construct, repair, or maintain a city street. The city pays the “actual cost” of the work, with the payment being deposited in the county road fund. The state Department of Transportation may also provide engineering assistance road projects or do the actual construction. The state is reimbursed from the city’s share of the motor vehicle excise tax in the motor vehicle fund. Such agreements with the county or the state do not require competitive bids.

²³ [RCW 47.24.050](#)

XV. ADDITIONAL/SPECIAL CONSIDERATIONS

When hiring anybody to do anything for the city, there are three main requirements that need to be met.

A. Certificates of Insurance

The contractor or consultant must furnish the city with a Certificate of Insurance, naming the City of Anacortes as primary and noncontributory **additional insureds with an additional attached endorsement**. Insurance requirements are determined by the City Attorney.

B. Washington State Contractor's License

It is unlawful for the city to hire *anyone* to perform public work on our property that does not have a valid State of Washington Contractor's License. If someone is not properly licensed, DO NOT HIRE THEM. You may look up a contractor to determine if they have a valid Contractor's License at:

- [Department of Labor and Industries](#)
- [Department of Revenue](#)

C. City of Anacortes Business License

A City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. You may look up business licenses on the [Department of Revenue website](#).

XVI. DISPOSAL OF SURPLUS PROPERTY

The city has a separate policy for the disposal of surplus property. Refer to the [Fixed Asset Policies and Procedures](#) for more information.

XVII. TRADE-INS

Trade-Ins are allowed on new purchases if approved by Legal and Finance in advance. Trade-Ins must be negotiated, documented at "Fair Market Value" by the Project Manager, and declared surplus ahead of time.

Fair Market Value can be obtained by finding comparable units that have been sold at online auctions, e.g. www.publicsurplus.com, www.ebay.com, www.rockanddirt.com, www.ironplanet.com or other online sources such as Edmunds.com, Kelley Blue Book, or NADA. www.govdeals.com is a good place to find auction results for comparables.

Trade-Ins may also be requested ahead of time in the Bid Specifications as a "Guaranteed Buy Back". Work with Legal if you would like to consider this option.

XVIII. SALES TAX AND USE TAX

A. Sales Tax

The City of Anacortes is not sales tax exempt. State law defines which activities are subject to the retail sales tax. Generally, all sales of tangible personal property to consumers for their own use are considered retail sales, as well as a variety of services.

Sales tax is "destination based" for shipped or delivered merchandise and is collected based on the location where the buyer receives or takes possession of the merchandise.

- Destination based tax does not apply to the sales of motor vehicles, trailers, semi-trailers, aircraft, watercraft, modular homes, manufactured and mobile homes, towing services, and florists. Sales tax is based on the seller's location even if the seller delivers the items to customers.
- Sales tax on services are coded to the location where they are performed.
- Over-the-counter (in person) sales are based on the location of the sale.

To look up tax rates, visit the Washington State Department of Revenue (DOR) [website](#).

B. Use Tax

Use tax is a tax on goods and certain services that are paid to the state when sales tax is owed but was not collected by the seller. For example, if the seller should have collected sales tax on the sale, or sales tax is owed because the seller is out of state and does not collect Washington sales tax, the city still owes the tax and pays it to the state in the form of use tax. Use tax is destination based.

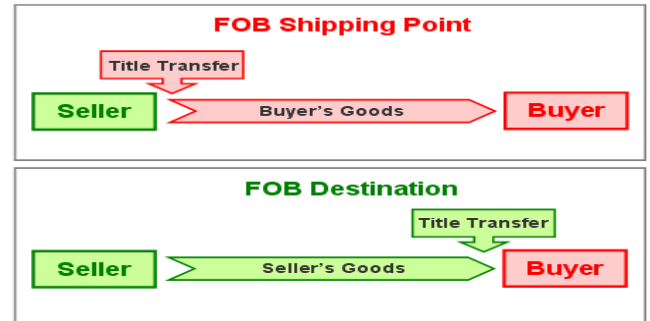
Use tax is due if:

- Goods are purchased in another state that does not have a sales tax or a state with a sales tax lower than Washington's. For example, items purchased from a business in Oregon to be used in Washington are subject to use tax.
- Goods are purchased from someone who is not authorized to collect sales tax. For example, purchases of furniture from an individual through a newspaper classified ad or a purchase of artwork from an individual collector.
- Goods are purchased out of state by subscription, through the Internet, or from a mail order catalog company. Some of these companies collect Washington's sales tax, but if the company from which you order does not, the city still must pay use tax.
- Personal property is acquired with the purchase of real property.

XIX. FREIGHT

A. Shipping Terms

Whenever you are purchasing an item that will incur freight charges, always request that it be shipped Freight-On-Board (FOB) Destination, Freight Prepaid. What this means is that the vendor you ordered the merchandise from owns it until it reaches your door and there won't be a separate invoice for freight. If anything should happen to the merchandise during shipping, the vendor (not the city) is responsible for filing the claims with the carrier. FOB determines at what point the ownership transfers. If an item is FOB origin, the city owns the merchandise from the point of shipping while it is in transit.



Freight prepaid or collect refers to who is responsible for paying shipping charges - the city or the seller.

B. Receiving Freight

It is the responsibility of the individual who signs for the carrier's delivery receipt to properly receive all cartons they are signing for. Anyone who accepts and signs for receipt of goods, acknowledges that the item was received and accepted as delivered.

Get what you sign for

1. Confirm the package or carton is being delivered to the proper location.
2. Verify the number of cartons, crates or pieces is correct according to quantities on the packing slip.
3. Open packages and verify order is correct.

Damaged Cartons

Any person receiving freight must make a notation on the carrier's delivery receipt of apparent damage to packages. State the specific type of damage on the delivery receipt and obtain the driver's signature (not just initials) on your copy of the receipt.

Concealed Damage

If the shipment of goods received showed no sign of damage upon receipt, but damage to the contents is found upon opening, concealed damage exists.

1. Call the carrier immediately upon discovery of the damage and request an inspection. Notate the date and the person contacted.
2. Notify the vendor to file a claim.
3. All shipping cartons should be retained for inspection on any damage.
4. When making a request for an inspection, advise the carrier whenever possible what the value of the damaged goods is. If the value is less than \$50.00, most

carriers will frequently waive inspection. Indicate person contacted on the claim form.

5. When an inspection is made, specific damages should be notated by both parties and signed by both on the inspection report. Send the report to the vendor and keep a copy for the city records.

XX. PAYMENTS

Inform all vendors to send invoice(s) to:

City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221
360-299-1962
or by email to accountspayable@cityofanacortes.org

All questions regarding payments should be directed to the city Accounts Payable.

Invoices related to contracts are processed by the Contract Specialist.

The City of Anacortes offers EFT/ACH deposit for remittances. If a vendor would like to apply they need to complete the [EFT/ACH form](#) and return it to the City of Anacortes.

Accounts payable checks are paid on the next business day after approval at a regular City of Anacortes City Council meeting.

A P-Card is an alternate way to pay for something. See the City's [policy](#) for details and requirements.

XXI. APPENDICES

A. Glossary

Bid

The executed document submitted by a bidder in response to an invitation to bid (ITB), a request for proposals, or a request for quotations.

Bid Bond

A bond or deposit submitted with a bid, for a sum not less than 5% of the bid amount (including sales tax). Designed to help ensure that a bid has been made in good faith and that the bidder will enter into a contract if a bid is accepted.

Bidder

A person or legal entity who submits a bid in response to a solicitation.

Change Order

Work that is added or removed from the original scope of work, as agreed upon in the contract signed by city and contractor before work began. As the work proceeds, either the city or the contractor decides a change is needed to be made to accommodate unforeseen factors. Change orders can be agreed to by the Project Manager, but does not obligate any party until a contract modification is fully executed.

Contract

A verbal or written, legally binding mutual promise between two or more parties.

Contract Modification

Written modification to a contract (sometimes called an amendment). A modification may include one or more change orders, and must be fully executed by both parties before it obligates the contractor to render services, or the city to pay for services rendered, in excess to the original contract.

Final Acceptance

Final acceptance occurs when the city formally accepts the work as complete, and it starts the clock for releasing retainage held on the contract. The Notice of Final Acceptance cannot be issued until all requirements of the contract have been met including, but not limited to:

- Intents to Pay Prevailing Wages for the contractor and any subcontractors have been approved by the Department of Labor and Industries
- Final invoice for the project received by the city
- The Project Manager has determined the contractor has completed the required deliveries or performed the required services
- All as-builts have been received by the city

Fully Executed

A document is fully executed when all parties have agreed to the terms and conditions by signing and dating the document, and initialing any changes.

Notice of Completion

After final acceptance of any public works project over \$35,000, a public agency must file a Notice of Completion with the Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD)²⁴. Each state agency must approve the Notice of Completion separately, at which point each agency will send a certificate of release certifying that all applicable taxes, premiums, and penalties have been paid. If DOR, L&I, or ESD report that there are unpaid taxes or fees, the agency must pay the missing amount to the state within 10 days and subtract it from the retainage²⁵.

Request for Proposal (RFP)

All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals. The RFP procedure permits negotiation of proposals and prices, as distinguished from competitive bidding and a notice inviting bids. The procedure allows changes to be made after proposals are opened and contemplates that the nature of the proposals and/or prices offered will be negotiated prior to award.

Request for Quotation/Qualification (RFQ)

A document generally used for obtaining a summary of qualifications from prospective providers of professional services.

Payment Bonds

The purpose of a payment bond is to guarantee that the Contractor shall “pay all laborers, mechanics and sub-contractors.”

Performance Bonds

The purpose of a performance bond is to guarantee that the Contractor shall “faithfully perform all provisions of the contract.”

Sealed Bid

A bid which has been submitted in a sealed envelope to prevent its contents from being revealed before the deadline for the submission of all bids.

Specifications

A description of what the purchaser seeks to buy or accomplish - and consequently what a bidder must be responsive to in order to be considered for award of a contract. May be a description of the physical or functional characteristics, or the nature of a supply or service. May also include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

²⁴ [RCW 60.28.051](#)

²⁵ [RCW 60.28.060](#)

B. [Matrix of Contract Requirements](#)

Yes = REQUIRED; No = OPTIONAL

City of Anacortes Contract Requirements

	Estimated Cost	Quotes	Formal Bids	Advertisement & Public Bid Opening	Bid Bond	Council Approval	Retainage	Performance / Payment Bonds	Intent & Affidavits	Notice of Final Acceptance	Notice of Completion
Public Works											
Single Trade or Craft	\$0-\$75,500	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$75,501+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
Multiple Trade or Craft	\$0-\$116,155	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$116,156+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
MRSC Small Works Roster (SWR)	\$0-\$49,999	3+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Yes	Yes	If \$35K+
	\$50,000-\$249,999	All on Roster list or 5+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
	\$250,000-\$350,000	5+, must notify all contractors on the roster list	No	No	No	Yes	5%	Yes	Yes	Yes	Yes
	Over \$350,000	Can't use SWR - See bid requirements above									
Materials, Supplies, Equipment (Unrelated to Public Work/Construction, Services, A/E)											
	\$0-\$2,500	1+	No	No	No	No	No	No	No	No	No
	\$2,501-\$7,500	3+	No	No	No	No	No	No	No	No	No
	\$7,501+	Not allowed	Yes	Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Vendor List	\$0-\$15,000	3+	No	No	No	No	No	No	No	No	No
	Over \$15,000	Can't use Vendor List - See bid requirements above									
Personal Services											
May Use MRSC Consultant Roster	Any Amount	1+	No	No	No	If \$45K+	No	No	No	No	No
Purchased Services											
	Any Amount	1+	No	No	No	If \$45K+	No	No	Possibly	No	No
Architectural and Engineering (A/E) Professional Services											
	Any Amount	Both a RFQ and RFP Required - NO Quotes or Bids Allowed		Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Consultant Roster	Any Amount	RFP Required - NO Quotes or Bids Allowed		No	No	If \$45K+	No	No	No	No	No

City of Anacortes Purchasing Policy Update

November 25, 2019



Overview

Proposed Update to the Purchasing Policy to address:

- Recent legislative changes
- Need for more flexibility in unit price contracting



Legislative Updates



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2019 Legislation

ESSB 5418

- Increased Bid Thresholds
 - Single-craft projects:
\$75,500 (from \$40k)
 - Multiple-craft projects:
\$116,155 (from \$65k)
- Increased Small Works Roster Thresholds
 - General SWR
\$350,000 (from \$300k)
 - Limited public works
\$50,000 (from \$35k)

HB 1673

- To be a responsible bidder qualified to be awarded a public works project, must have attended training from L&I or a department-approved training program covering prevailing wages under RCW 39.04 and 39.12 RCW

Unit Price Contracting



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Proposed Unit Price Changes

- **What is a unit price contract:**
 - A competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the City, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.
- **Current Purchasing Policy: Only allows unit price contracts when:**
 - \$350,000 or less
 - Must use small works roster for procurement
- **Issue: We may want unit price contracts for larger projects**
- **Proposed Solution:**
 - Change language in Section XI(I) to allow unit price contracts to be competitively bid
 - Eliminate the \$350,000 price cap on unit price contracts
- **Additional Proposed Change: Allow unit price contracts to be up to 3 years in duration (matches state legislation)**

Questions?

darcys@cityofanacortes.org





City Council Contract Agenda Bill

Meeting Date: 11/25/2019 **Agenda Item:** 7c

Subject: Contract Award: Municipal Broadband Network – Library to MSTs
#19-175-FBR-002

Staff Contact: Emily Schuh

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

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$236,102.22 to Robinson Brothers Construction, Inc. (RBC) to perform the construction of Municipal Broadband Network – Library to MSTs project. The work provided includes installation of fiber optic network infrastructure in the Old Town and M Avenue pilot areas. This infrastructure will be comprised of fiber optic cables and multi-port service terminals.

Background:

1. **History:** Council approved Resolution 2013 on May 29, 2018, directing that a business plan be developed for a fiber optic network to provide high-speed internet service to City residents and businesses. Council then approved slightly over \$3.1 million in the 2019-20 biennial budget for construction and operation of such a fiber optic network in three pilot areas. Robinson Brothers Construction satisfactorily performed the same kind of work for the City – deploying fiber optic cables and multiport service terminals – in the Central Business District during late 2018 and early 2019.
2. **Key Terms:**
 - The work performed under this Agreement shall be compensated by Unit Price for each of the categories in Exhibits A and B, for a total contract value of \$236,102.22.
 - Work shall be completed within 13 weeks of the Notice to Proceed.
3. **Competitive Bidding:** The City entered into a cooperative purchasing agreement with NoaNet per the Washington Interlocal Cooperation Act RCW 39.34 which permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers. On 9/19/17 NoaNet competitively bid the unit prices for Emergency Response and Restoration, Maintenance and Line Extension of OSP Facilities and entered into a contract with RBC.

Previous Council/Committee Action: [Interlocal 263](#) for Cooperative Purchasing with NoaNet was approved on [6/4/18](#). Council approved [Resolution 2013](#) at the [May 29, 2018](#) meeting. Contract [19-175-FBR-001](#) with Graybar Electric Co. for the purchase of materials for this project was approved at the [11/4/19](#) Council meeting.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 19-175-FBR-002 with RBC in the amount of \$236,102.22 to perform the construction of Municipal Broadband Network – Library to MSTs project.

Alternative Actions: Not approve the contract, cancel the project

Attachments: Contract 19-175-FBR-002

Contractor	RBC
Contract Amount	\$236,102.22
Earmarked Funds	\$2,100,000.00
BARS #s	001.260.594.32.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	13 weeks



CONTRACT 19-175-FBR-002
AGREEMENT WITH
Robinson Brothers Construction, Inc.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Robinson Brothers Construction, Inc. ("RBC") a private contractor at 6150 NE 137th Ave, Vancouver, WA 98682 (herein after referred to as "Contractor").

PROJECT
Municipal Broadband Network – Library to MSTs

Whereas, Northwest Open Access Network ("NoaNet") and RBC entered into a contract dated 10/11/2017 titled 2017-015 Line Extension and Emergency Response Contract;

Whereas, the City of Anacortes and NoaNet entered into Interlocal 263 for Cooperative Purchasing as allowed through RCW 39.34;

NOW, THEREFORE, the City hereby incorporates by reference all terms and conditions of the NoaNet/RBC Contract referenced above,

IT IS MUTUALLY AGREED, AS FOLLOWS:

1. Scope of Work: The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the Municipal Broadband Network – Library to Multi-Port Service Terminals ("MSTs"), in accordance with and as described in Exhibits A and B. Incorporated by reference, and made a part hereof, is the NoaNet/RBC Contract dated 10/11/2017 titled 2017-015 Line Extension and Emergency Response Contract and any executed modifications or change orders to said contract, except as modified by the Special Provisions identified as Exhibit C. All exhibits are attached hereto and incorporated by reference. The Contractor will construct new Fiber Optic Line Extensions. This will be scheduled work with work orders provided by the City or its representative. The City, or its representative, will provide detail construction drawings and specifications pertaining to the site. Each work order will specify the units required to be completed for each individual work order, and will utilize the unit specifications provided herein to establish the job. It is the responsibility of the Contractor to make the necessary contacts to facilitate permit activation, scheduling of inspections, entry on to private property, locating foreign facilities and entry into any facilities for final completion. Scheduling and control of different manpower requirements, and scope of work requirements within the project, is the sole responsibility of the Contractor, and no compensation or direction will be made by the City to facilitate any scheduling efforts other than in service requirement dates dictated on the Work Order delivered to the Contractor.

2. Contract Price: The work performed under this Agreement shall be compensated by Unit Price for each of the categories in Exhibits A and B, for a total contract value of **Two Hundred Thirty-Six Thousand One Hundred Two Dollars and Twenty-Two Cents (\$236,102.22)**, which includes \$18,896.87 in 8.7% sales tax. Before any payment is made by the City of Anacortes of sums under this contract, the contractor and subcontractors 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 complete work according to the following milestone timelines:

MILESTONE	MUST START BY	MUST BE SUBSTANTIALLY COMPLETED BY
Start of work in Old Town area	2 weeks after Notice to Proceed	8 weeks after Notice to Proceed
Start of work in M Avenue area	8 weeks after Notice to Proceed	11 weeks after Notice to Proceed
Final punch list work	11 weeks after Notice to Proceed	13 weeks after Notice to Proceed

5. Job Safety: Contractor shall comply with all WA State Department Labor and Industries safety standards while on the job.

6. Contract Requirements: Contractor must have a contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.**

Forms Needed: 1) Proof of Insurance with Additional Insured Endorsement

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 NoaNet/RBC Contract dated 10/11/2017 titled 2017-015 Line Extension and Emergency Response Contract, all modifications and change orders to NoaNet/RBC Contract, and Exhibits A, B, and C 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 s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

Owner:

City of Anacortes

Mayor

Date

Contractor:

Robinson Brothers Construction, Inc.

Signature

Printed Name

Date

Contractor License #

Washington State UBI #

CONTRACT 19-175-FBR-002**Library to MSTs - Old Town****Exhibit A****Page 1 of 1****Labor and Materials List**

QTY	UOM	Unit code	Description	Unit Price	TOTAL
10	Lineal Foot	BHP	Hand trenching	\$13.00	\$130.00
950	Lineal Foot	BDB+	Directional Bore up to a 2" hole, >251 feet	\$19.50	\$18,525.00
5	Each	BVML	Handhole Placement, large	\$656.00	\$3,280.00
1025	Lineal Foot	BCP	Blow Fiber Cable thru Duct	\$1.00	\$1,025.00
20	Per Anchor	APA	Anchor Placement New	\$200.00	\$4,000.00
3	Per Location	APA 1	Anchor Transfer and or Removal	\$300.00	\$900.00
19479	Per Strand Foot	APS	Place Strand & Overhead Guys	\$1.25	\$24,348.75
22097	Per Strand Foot	ALS	Lash Fiber Optic Cable	\$1.05	\$23,201.85
1368	Per Fiber Cable Ft	ALD	Delash & Relash Fiber Cable	\$1.50	\$2,052.00
4	Each	ARR	Place New Riser up to 4"	\$227.00	\$908.00
10	Each	SCC	Placement of New Fiber Optic Closure	\$420.00	\$4,200.00
2	Each Closure	SPC	Splice Closure Prep & or Re-Entry	\$357.00	\$714.00
230	Each Splice	SPF 3	Splice and Test Fiber, 49 and above	\$41.65	\$9,579.50
4	Each Closure	SPR	Ring Cut or Mid-Entry Prep	\$595.00	\$2,380.00
85	Each	MST	Install Multi-port Service Terminal	\$357.00	\$30,345.00
40	Per Hour	TRA	Traffic Control Crew	\$144.00	\$5,760.00
1	Each		Cabinet install (labor)	\$1,280.00	<u>\$1,280.00</u>
			Subtotal, Construction Services		\$132,629.10
			Contractor Provided Materials:		
100	Lineal Foot		Miscellaneous conduit	\$2.00	\$200.00
19479	Foot		Aerial Hardware	\$0.50	<u>\$9,739.50</u>
			Subtotal, Contractor Provided Materials		\$9,939.50
			Subtotal, before Sales Tax		\$142,568.60
			Washington State Sales Tax	8.70%	<u>\$12,403.47</u>
			Total		<u>\$154,972.07</u>

CONTRACT 19-175-FBR-002**Library to MSTs - M Avenue****EXHIBIT B****Page 1 of 1****Labor and Materials List**

QTY	UOM	Unit code	Description	Unit Price	TOTAL
292	Lineal Foot	BTP	Trench and Place Facilities 48" Cover	\$11.00	\$3,212.00
585	Lineal Foot	BDB+	Directional Bore up to a 2" hole, >251 feet	\$19.50	\$11,407.50
215	Lineal Foot	BDB 1	Directional Bore up to a 4" size hole	\$28.00	\$6,020.00
7	Each	BVML	Handhole Placement, large	\$656.00	\$4,592.00
1267	Lineal Foot	BCP	Blow Fiber Cable thru Duct	\$1.00	\$1,267.00
18	Per Anchor	APA	Anchor Placement New	\$200.00	\$3,600.00
1	Per Location	APA 1	Anchor Transfer and or Removal	\$300.00	\$300.00
5452	Per Strand Foot	APS	Place Strand & Overhead Guys	\$1.25	\$6,815.00
7487	Per Strand Foot	ALS	Lash Fiber Optic Cable	\$1.05	\$7,861.35
4	Per Location	ARM	Place New or Transfer X-Arms Wood or Composite	\$142.00	\$568.00
1	Per Location	ARM 1	Place New or Transfer Fiberglass Arm	\$110.00	\$110.00
7	Each	ARR	Place New Riser up to 4"	\$227.00	\$1,589.00
3	Each	SCC	Placement of New Fiber Optic Closure	\$420.00	\$1,260.00
2	Each Closure	SPC	Splice Closure Prep & or Re-Entry	\$357.00	\$714.00
86	Each Splice	SPF 3	Splice and Test Fiber, 49 and above	\$41.65	\$3,581.90
2	Each Closure	SPR	Ring Cut or Mid-Entry Prep	\$595.00	\$1,190.00
29	Each	MST	Install Multi-port Service Terminal	\$357.00	\$10,353.00
40	Per Hour	TRA	Traffic Control Crew	\$144.00	\$5,760.00
1	Each		Cabinet install (labor)	\$1,280.00	\$1,280.00
			Subtotal, Construction Services		\$71,480.75
			Contractor Provided Materials:		
215	Lineal Foot		Miscellaneous conduit	\$2.00	\$430.00
5452	Foot		Aerial Hardware	\$0.50	\$2,726.00
			Subtotal, Contractor Provided Materials		\$3,156.00
			Subtotal, before Sales Tax		\$74,636.75
			Washington State Sales Tax	8.70%	\$6,493.40
			Total		<u>\$81,130.15</u>

EXHIBITS A AND B UNIT DESCRIPTIONS

Unit Item	UOM	Description
ADP ADSS Fiber Placement	Per Fiber Cable Foot	This unit includes the placement of ADSS fiber to required tension. The placement of required ADSS hardware, including dead ends, vibration dampeners, and storage assemblies are included. Refer to material specifications sheet for specific hardware and placing requirements.
ADR Aerial or UG Fiber Wreckout	Per Fiber Cable Foot	This unit includes labor and equipment to remove fiber optic cable in aerial or underground applications. Removal of ADSS hardware is included in this unit. Underground conduit will be occupied with a mule tape, and tied at each end for future use. Ducts will be plugged to prevent water and silt migration. Underground Wall to Wall measurements are to be documented.
ADS ADSS Fiber Relocation	Per Fiber Cable Foot	This unit includes labor and equipment to move ADSS Self Support Fiber Cable from an existing storage to a new location. This unit includes moving hardware, wind dampeners, temporary support of the existing fiber, and placement of new storage assemblies, proper dead ends and tensioning fiber to manufacture requirements.
ALD Delash & Relash Fiber Cable	Per Fiber Cable Foot	This unit includes labor and equipment to complete the operation of delashing, retrieving slack, and relashing of the fiber optic cable. The removal, relocation, and completion of fiber storage assemblies and wind dampeners are required. The fiber may be relocated up to 60 feet in road widening situations. LASHER is to ALWAYS have down pressure to prevent slipping and or skipping. Unit includes bonding, strapping and cable management on the face of the pole. Straps and spacers will be uniform and placed per City of Anacortes (COA) requirements. No Tape is to be left on the fiber optic cable after lashing has been completed. This unit does not apply to river or gorge type crossings.
ALS Lash Fiber Optic Cable	Per Strand Foot	This unit includes labor and equipment to double lash of fiber cable, placement of storages (snow-shoes), placement of wind dampeners and coiling of fiber for splicing. LASHER is to ALWAYS have down pressure to prevent slipping and or skipping. Unit includes bonding, strapping and cable management on the face of the pole. Straps and spacers will be uniform and placed per COA requirements. No Tape is to be left on the fiber optic cable after lashing has been completed. This unit does not apply to river or gorge type crossings.
APA Anchor Placement New	Per Anchor	These units include all labor and equipment to transfer, remove or placement of a new anchor to required depth. This scope of work includes all types of anchors including, plates, screw and or rock. Unit also includes transferring or replacement of down guy and bonding if required.
APA1 Anchor Transfer and or Removal	Per Location	These units include all labor and equipment to transfer, remove or placement of a new anchor to required depth. This scope of work includes all types of anchors including, plates, screw and or rock. Unit also includes transferring or replacement of down guy and bonding if required
APD Pole Transfer (Dead End)	Per Location	This unit includes all labor and equipment to transfer one pole attachment, either strand or ADSS Fiber. Unit includes transferring side guy, overhead guy and down guy. Bonding, strapping, cable management on the face of the pole, and removal of old hardware is required. Documentation of new attachment height from ground and neutral is required.
APG Pole Transfer (Angle)	Per Location	This unit includes all labor and equipment to transfer one pole attachment, either strand or ADSS Fiber. Unit includes transferring side guy and or overhead guy at both ends (if required), bonding, strapping, cable management on the face of the pole and removal of old hardware. Documentation of new attachment height from ground and neutral is required.
APS Place Strand & Overhead Guys	Per Strand Foot	This unit includes all labor and equipment for the placement of strand to the required tension. All pole attachments, bonding and dead end framing is included. Strain Insulators are required in overhead guys and down guys pending on location. Documentation of new attachment height from ground and neutral is required
APT Pole Transfer (Straight)	Per Attachment	This unit includes all labor and equipment to transfer one straight pole attachment, either strand or ADSS Fiber. Unit includes bonding, strapping, cable management on the face of the pole, removal of old hardware. Documentation of new attachment height from ground and neutral is required.
ARM Place New or Transfer X-Arms (Wood)	Per Location	These units include the placement and or transfer of a cable arm. Wood arms will be 4' arms, placement of braces included. Fiberglass arms up to 24" in length. Included in these units is the transfer or move of the existing or new attachment. Both ADSS and or Strand and lash attachment types are included

ARM1 Place New or Transfer Fiber glass Arm	Per Location	These units include the placement and or transfer of a cable arm. Fiberglass arms up to 24” in length. Included in these units is the transfer or move of the existing or new attachment. Both ADSS and or Strand and lash attachment types are included
ARR Place New Riser up to 4"	Each	This unit include the placement of a new conduit riser, transition from underground to aerial. Riser will be placed on standoff brackets, never mounted to the face of the pole.
ARR1 Transfer Existing Riser up to 4"	Each	These units include the transfer of an existing riser. Transfer of existing risers include up to 5’ of hand digging, split duct, and re-plumbing of existing conduit.
ARR2 Removal of Existing Riser.	Each	These units include the removal of an existing riser, capping of the unused conduit.
AXM Wreckout Stand, Hardware and X-Arms	Per Strand Foot	This unit includes labor and equipment to remove strand, down guys, and hardware. All materials are to be disposed of by the contractor at a proper location.
BCC Concrete Encasement	Lineal Foot	This unit includes the labor, handling and installation of concrete encasement for conduits in a trench, bore pit or rock saw trench where depth cannot be achieved or required by municipalities. This unit is to be used in conjunction with the trenching, rock sawing / breaking and or removal units as a adder. Steel plates may be required pending on location for trench safety, and depth of trench. Materials will be paid per contract terms. Contractor must obtain approval from COA prior to Contractor commencing work on this component. COA may request from time to time a encasement or cap in areas of future road construction that may conflict with facilities.
BCD Pull Fiber thru Duct	Lineal Foot	These units include all labor, equipment, and material required to pull COA supplied fiber cable through any size duct, and seal and or plug all conduit(s) and inner duct(s). Unit is paid from wall to wall measurements, and will require slack / storage in the vault or hand hole. This unit also includes all labor, equipment, and material required to locate and access all hand holes or vaults involved in the project. Fiber optic cable shall be coiled, racked and stored on cable shoes inside the vault. Fiber Cable pulling pressure should never be pulled above manufactures recommendation.
BCP Blow Fiber Cable thru Duct	Lineal Foot	This unit includes all labor, equipment, and material required to blow COA supplied fiber optic cable through any size duct, and to seal and or plug all conduit(s) and inner duct(s). All opening and closing of vaults / hand holes and restoration is part of this scope. At no time will the cable be compressed over 200 pounds by blowing machine. If a blowing and capstan method of operations is used, the capstan shall not at any time pull over 600 pounds of tension to cable. Burden of proving equipment calibration is the Contractor’s responsibility. This unit includes all labor, equipment, and material required to locate and access all hand holes or vaults involved in the project. Special situations may require that additional cable lengths be left in the hand hole / vault, if requested. Fiber optic cable shall be coiled, racked and stored on cable shoes inside the vault. Unit is paid from wall to wall measurements, and will require slack / storage in the vault or hand hole.

BDB Directional Bore up to 2" hole	Lineal Foot	These units include all labor, equipment, access to bore site (including entry, exit and intermediate bore pits), Bore Profiles and material handling to directional bore the specified size up to 4" HDPE and or (2) 1 ¼"HDPE, to the depth and distance specified on the construction drawings. These units include the removal and proper disposal of any drilling fluids in accordance with the requirements of governmental authority. These units include placement of inner-duct including bores and bore extensions. These units include all fence work, including temporary removal, restoration and replacement, restoration of bore pits, compacted to its original pre-existing condition. Unit includes proofing and roping of newly installed conduit. This unit will be paid on the basis of total depth to depth footage based upon straight line stationing at each bore location. Depth to depth footage shall be defined as the straight line footage between the point on bore entry at which the depth reaches 48 inches and the point on bore exit at which the depth rises to 48 inches. All depths shall be measured from surface grade. Straight line stationing shall be determined by COA inspector by measuring the running line footage (at surface grade) of the bore using an appropriate measuring device and the construction drawings. All conduit couplings and vault entry terminations are included. No compensation shall be made to Contractor for unsuccessful bore attempts unless the specific attempt is approved by a COA Representative. Bore profiles and logs will be included in the As-built submittals.
BDB1 Directional bore hole size 4"	Lineal Foot	These units include all labor, equipment, access to bore site (including entry, exit and intermediate bore pits), Bore Profiles and material handling to directional bore the specified size up to 4" HDPE, to the depth and distance specified on the construction drawings. These units include the removal and proper disposal of any drilling fluids in accordance with the requirements of governmental authority. These units include placement of inner-duct (including bores and bore extension). These units include all fence work, including temporary removal, restoration and replacement. These units include placement of inner-duct (including bores and bore extension). These units include all fence work, including temporary removal, restoration and replacement. No compensation shall be made to Contractor for unsuccessful bore attempts unless the specific attempt is approved by a COA Representative.
BDR Directional Bore Rock up to 2" hole	Lineal Foot	These units shall apply only when the Contractor encounters rock that will not allow the bore to continue with a conventional boring head, and a rock directional boring machine is required. This unit shall be paid from the point that the contractor starts. This unit include all labor, equipment, access to bore site (including entry, exit and intermediate bore pits), as built and material handling to directional bore the specified size, number and type of conduit or casing up to 4". Unit includes the removal and proper disposal of any drilling fluids in accordance with the requirements of governmental authority. Include all fence work, including temporary removal, restoration and replacement. This unit will be paid on the basis of total depth to depth footage based upon straight line stationing at each bore location. Depth to depth footage shall be defined as the straight line footage between the point on bore entry at which the depth reaches 48 inches and the point on bore exit at which the depth rises to 48 inches. All depths shall be measured from surface grade. Straight line stationing shall be determined by COA inspector by measuring the running line footage (at surface grade) of the bore using an appropriate measuring device and the construction drawings. No compensation shall be made to Contractor for unsuccessful bore attempts unless the specific attempt is approved by COA Representative.
BDR1 Directional Bore Rock, hole size 4"	Lineal Foot	These units shall apply only when the Contractor encounters rock that will not allow the bore to continue with a conventional boring head, and a rock directional boring machine is required. This unit shall be paid from the point that the contractor starts. This unit include all labor, equipment, access to bore site (including entry, exit and intermediate bore pits), as built and material handling to directional bore the specified size, number and type of conduit or casing up to 4". Unit includes the removal and proper disposal of any drilling fluids in accordance with the requirements of governmental authority. Include all fence work, including temporary removal, restoration and replacement. This unit will be paid on the basis of total depth to depth footage based upon straight line stationing at each bore location. Depth to depth footage shall be defined as the straight line footage between the point on bore entry at which the depth reaches 48 inches and the point on bore exit at which the depth rises to 48 inches. All depths shall be measured from surface grade. Straight line stationing shall be determined by COA inspector by measuring the running line footage (at surface grade) of the bore using an appropriate measuring device and the construction drawings. No compensation shall be made to Contractor for unsuccessful bore attempts unless the specific attempt is approved by COA Representative.

BHP Hand trenching	lineal Foot	This unit includes hand trenching in locations not accessible by machinery. It assumes that hand trenching is necessary at all identified underground utility crossings (e.g. water, sewer, storm drains, electric, signal, Telco, fiber optic, etc.) and will not be paid as the hand trenching unit, and is included in the "Trenching" Units above.
BPD Jack / Push / Dry Bore up to 4" Steel Casing	Lineal Foot	This unit includes all labor, material, and equipment to jack / push and or dry bore Black Iron Steel up to 4" casing as specified on the construction drawings and permits. Associated work operations such as excavating bore pits, shoring, dewatering, and placing conduit sweeps are also included in this item. Also included is all labor, equipment, materials, access to bore site (including entry, exit and intermediate bore pits), as built and material handling to install inner-duct as specified on the construction drawings. These units include all fence work, including temporary removal, restoration and replacement Payment for jack and bores will be made only for the length specified on the construction drawings. At the Contractor's convenience, a larger size and/or length of casing may be placed, but at no additional cost to COA. Should the Contractor elect to bore at a depth greater than that specified on the construction drawings or permit due to obstructions, he may do so at no additional cost. Depth change may require COA and/or governmental approval. These units include temporary sealing or capping of the conduit(s) if required, and sealing around the duct(s) when placed. The Contractor will be responsible for all unsuccessful jack and bore attempts. All unsuccessful jack and bore attempts will be filled with a slurry concrete mix and capped
BPP Plow & Place 4' Depth	Lineal Foot	Pre-ripping shall precede all plowing and be made in the same direction as the plow route at a minimum depth of 4 inches below the depth of HDPE/inner duct placement as noted in the Specifications and Construction Drawings. Minimum depth of 48" (4 Feet) is required as a COA Standard. All restoration is included to pre-existing conditions. COA standard conduit is 1 1/4" HDPE SDR-9 Smooth outside, ribbed inside. Unit includes proofing and roping of newly installed conduit
BRA Asphalt Restoration	Square Foot.	This unit includes all labor, equipment, material and material handling to saw cut, remove, and restore asphalt up to 6" depth, surface mix, sub-base, gravel base, striping paint, and speed bumps, as detailed on construction drawings or as required on permits. The Contractor's price includes labor for stone or gravel needed and compaction All pavement will be line cut or otherwise cut with an approved method to ensure only a minimum amount has to be replaced. When required by Federal, State, or Local regulations, the contractor will be allowed a cutback or "T-Cut" of paving at the unit prices for the applicable work. A "cutback" shall be defined as the cutting and removal of additional paved surface outside that which was cut and removed for the actual trench width requirement. After backfilling the Contractor shall keep all trenches and excavations in safe condition for vehicular and pedestrian traffic, until permanent paving has been completed. All materials to be removed shall be disposed of by the Contractor at a "recognized dump facility" in the area as designated by the local governing authority
BRC Concrete Remove & Restore	Square Foot.	This unit includes all labor, equipment, material, and material handling to saw cut, remove, and restore concrete up to 6" depth, including sub-base, sidewalks, curbs, gutters, gravel base, reinforcement steel, striping paint, and speed bumps, as detailed on the construction drawings or as required on permits. The Contractor's price includes labor for stone or gravel needed and compaction. After backfilling the Contractor shall keep all trenches and excavations in safe condition for vehicular pedestrian traffic, until permanent paving has been completed. All materials to be removed shall be disposed of by the Contractor at a "recognized dump facility" in the area as designated by the local governing authority
BRP Rock Breaking or Sawing up to 3' depth	Lineal Foot	These units include all labor, placement of conduit, equipment, and material handling to provide a trench in rock, and install the specified size/type/number of conduits. Width will be 6" x 3' foot depth Minimum. Contractor must obtain approval from COA prior to Contractor commencing work on this component. The placement of buried cable warning marker tape, backfill, compaction tamping, and restoration as specified on the construction drawings. These units include all fence work, including temporary removal, restoration and replacement.
BRP1 Rock Breaking or Sawing Additional 1' Depth Increments over 3'	Lineal Foot adder to BRP Unit	These units include all labor, placement of conduit, equipment, and material handling to provide a trench in rock, and install the specified size/type/number of conduits. Width will be 6" x 3' foot depth Minimum. Contractor must obtain approval from COA prior to Contractor commencing work on this component. The placement of buried cable warning marker tape, backfill, compaction tamping, and restoration as specified on the construction drawings. These units include all fence work, including temporary removal, restoration and replacement.

BRR Rod and Rope Conduit	Lineal Foot	This unit includes “rodding and roping” of any existing conduits or inner ducts. A appropriately sized mandrel shall be passed through each conduit/inner duct and a pull tape, pull rope, or detectable locatable mule tape shall be left in each vacant conduit and or inner duct. The length of each conduit/inner duct should be noted for future use in planning cable pulling activities. Unit is paid from Wall to Wall measurements. Any conduit repairs will be paid on a per foot bases of trench, or hourly. Pre-approval is required by a COA Manager for any conduit repairs. Unit is paid from wall to wall measurements, and will require slack / storage in the vault or hand hole. This Unit is Only Used on Pre-Existing Conduit, not installed under the trenching or boring units.
BTP Trench & Place up to 4' Depth	Lineal Foot	These units include all labor, equipment and material handling to provide a trench in order to install conduits with the specified minimum 48” cover. These units include the placement of conduit, warning signs, marker tape, suitable backfill material, soil compaction, and restoration as specified on the construction drawings and municipality permit. This unit includes all fencing work, including temporary removal, restoration, and any surface restoration of gravel or sod.
BTP1 Trench and Place Additional 1' Depth Increments over 4' Depth	Lineal Foot adder to BTP Unit	These units include all labor, equipment and material handling to provide a trench in order to install conduits with the specified minimum 48” cover. These units include the placement of conduit, warning signs, marker tape, suitable backfill material, soil compaction, and restoration as specified on the construction drawings and municipality permit. This unit includes all fencing work, including temporary removal, restoration, and any surface restoration of gravel or sod.
BTR trench and Relocate Fiber	Lineal foot	This unit includes all labor, equipment and material handling to provide a trench in order to install conduits with the specified minimum 48” cover. These units include the placement of buried cable warning signs, marker tape, backfill, compaction tamping, and restoration as specified on the construction drawings. This unit includes all fence work, including temporary removal, restoration and replacement. Unit includes retrieving fiber slack, splitting, recovering and repairing 1-1/4” HDPE. Unit is based upon a relocation of up 7’horizontal, and will require exposing and trenching additional ditching. Contractor shall keep all trenches and excavations in safe condition for vehicular and pedestrian traffic, until permanent restoration has been completed. This may include plating and security measures to protect the fiber from damage.
BVM Handhole Placement	Each	These units includes all labor, equipment, material handling to properly remove and/or install a pre-cast vault or hand hole per specified drawings. These units include excavation, placing the specified granular footing for the vault, placing the grounding system, ground rod, marker sign placement behind the vault, backfilling per specifications, setting new frames, racks and covers, running conduit into the hand hole and sealing the entrances with an industry accepted sealant or grout. Composite type bottomless vaults require 8” of base pea gravel and a rodent screen. Typical composite hand hole size is, 17x30x30 (Small) and 30x48x48 (Large). See Material requirement attachment for specific details on materials included within the vault. All cables and splice cases will be racked on cable shoes. Grounding is required in all vaults, see specifications for more details.
BVM1 Vault placement	Each	These units includes all labor, equipment, material handling to properly remove and/or install a pre-cast vault or hand hole per specified drawings. These units include excavation, placing the specified granular footing for the vault, placing the grounding system, ground rod, marker sign placement behind the vault, backfilling per specifications, setting new frames, racks and covers, running conduit into the hand hole and sealing the entrances with an industry accepted sealant or grout. Composite type bottomless vaults require 8” of base pea gravel and a rodent screen. Typical 48x48x48 Concrete (vault) with metal lid. See Material requirement attachment for specific details on materials included within the vault. All cables and splice cases will be racked on cable shoes. Grounding is required in all vaults, see specifications for more details.
BVM2 Handhole Relocation	Each	These units includes all labor, equipment, material handling to properly remove and/or install a pre-cast vault or hand hole per specified drawings. These units include excavation, placing the specified granular footing for the vault, placing the grounding system, ground rod, marker sign placement behind the vault, backfilling per specifications, setting new frames, racks and covers, running conduit into the hand hole and sealing the entrances with an industry accepted sealant or grout. Composite type bottomless vaults require 8” of base pea gravel and a rodent screen. Typical composite hand hole size is, 17x30x30 (Small) and 30x48x48 (Large). See Material requirement attachment for specific details on materials included within the vault. All cables and splice cases will be racked on cable shoes. Grounding is required in all vaults, see specifications for more details.

BVM3 Vault Relocation	Each	These units includes all labor, equipment, material handling to properly remove and/or install a pre-cast vault or hand hole per specified drawings. These units include excavation, placing the specified granular footing for the vault, placing the grounding system, ground rod, marker sign placement behind the vault, backfilling per specifications, setting new frames, racks and covers, running conduit into the hand hole and sealing the entrances with an industry accepted sealant or grout. Composite type bottomless vaults require 8” of base pea gravel and a rodent screen. Typical vault is concrete 4x4 with metal lid. See Material requirement attachment for specific details on materials included within the vault. All cables and splice cases will be racked on cable shoes. Grounding is required in all vaults, see specifications for more details.
CABCL, CABINET, Charles Cell Site Cabinet	Each	Charles Cell Site Cabinet Install a universal broadband enclosure, 26x22x20” on an existing “H” Frame structure. Mount by way of unistrut and plum existing conduits into mounted enclosure. Ground cabinet with previously placed grounds by others. Cable pulling, trenching or fiber splicing will be paid per unit contract bid items. Contractor is required to coordinate placement and access with property owner or authorized representative
CROW - RROW City / County / RR Permits & WSDOT	Each	The contractor shall include all labor and cost required to design and submit permit drawings for an extension of services within WSDOT, County and City Right of Ways. A drawing exhibit will be provided with the permit and prepared per WSDOT, County and City requirements. Compensation for these services will be on a lump sum basis for project lengths under 2500’. Any projects over 2500’ provide a price per foot based on unit items provided in bid sheet. It is anticipated that the maximum run of any permit would not exceed 2,500 feet but contractor should be prepared for permits in excess of that distance. Railroad permitting the contractor will be required to complete and submit a side profile depicting heights of new facilities within the railroad right of way.
CSFOD Core Drill, Building Penetration	Each	Unit is paid per type of penetration, wood or concrete. This unit consists of core drilling and or penetrating a wall, ceiling or roof and sealing new penetration entrance per local and or state codes. The location of the penetration will be per owner’s requirements. Existing wall and or ceiling construction could be; wood or sheet rock for wood unit or brick, mortar, concrete, for concrete unit. Proper fire taping and electrical codes will be followed at all times.
FIELD, ENGINEER, DESIGN AND DRAFT;	See Material List for UOM Billing	Contractor will provide a Design-Build method of project delivery in which the contractor works under a single contract to provide design, permitting and construction services. It is the intent of COA to streamline project delivery thru a single contract mechanism, saving time and changes by designing to meet the needs of construction activities. COA expects innovation and efficiencies between designer and constructor. COA will provide owner input throughout the design process, and expects a teamwork relationship between designers, constructors and COA. Facilities will be placed both underground and overhead methods, in a manner that meets utility pole owners, government, municipality, and public works requirements. Drawings will be provided in a shape file format set to a projected coordinate systems and should accurately represent the geographical location of each outside plant network element. This will include cable placement, splice enclosures, access points (handholds, pole boxes, slack or stored cable, buildings, poles, and conduit. Attribute detail for each of these elements will need to be included in a separate Microsoft Excel document that will be and each row must correlate to a network element in the shape file by a unique identifier. Permitting, Utility Pole Data Collection, any easement or consent work will be paid under the pre-described units. This unit is utilized to field, engineer, CAD Draft construction drawings to a GIS accuracy level for implementation to OSP Construction, and further submission into GIS management software. Unit will be paid on a per foot designed rate, based upon total project quantity.
FTP Install	Each	FTP INSTALL RACK OR WALL MOUNTED FIBER TERMINATION PANEL, any size This unit includes the placement of FTP to a standard telecommunications rack or backboard. Contractor to supply 3’ x 3’ backboard where required by COA Engineers. Contractor shall take proper care to install cable, with service coil, tagging, and routing through existing fiber management troughs.
MST	Each	This unit includes the placement of MST, attaching to strand, vault, or other apparatus per COA standards. Other measured units will apply to the method of placement of the Tether.
MST Install	Each	This unit includes the placement of a multi-service (MST) terminal with a pre-defined, designed tail length. The standard MST's will be 8 port with a stated quantity of active ports, or as design requires. Placement of the MST will be strand mount, or handhole mount, as project design requires. MST will never be mounted on the pole, and shall never interfere with climbing space. Placement of the tail will be billed per the placement unit. Pre-connectorized drops (PCD) will be placed not have tension on the weathertite sealed connector, leaving a small drip loop for future maintenance. Aerial placement can be lashed or utilize a wedge clamp (P-Clamp). PCD will be coiled and mounted on a backboard at the customer end. Tag the PCD with a COA tag at each end.

POLE DATA COLLECTION AND UTILITY APPLICATION	Each	The contractor shall include all labor and cost required to prepare and submit pole applications with the local utility or telephone pole owner. Compensation for these services will be on a per pole basis for applications between one and ten poles, and on a per pole basis for applications between eleven and one hundred poles. Contractor will invoice COA for all pole application costs from pole owners. Contractor shall prepare final approved files and transmit to COA. It is assumed that; COA has obtained Joint Use Agreements with all agencies and will provide to contractor Utility Construction Standards. Contractor will facilitate the completion of all determined Make Ready with any Joint Users on facilities. Contractor will prepare, submit and track all Pole Attachment Applications. Contractor will survey and collect data of Selected Route and utilize pole data collection sheet (attached). Contractor will photo each pole and electronically provide to COA with design. Contractor will review Utility Make Ready Estimates for accuracy. Hardcopy file for each pole application filed and approved. Electronic files in PDF format for each pole applications filed and approved.
PRE-FIELD, AND OSP FIELD ENGINEERING	Hourly	This unit is to be utilized as an hourly unit, requested by COA to perform Outside Plant engineering duties for specific project(s) or scope of work. OSP Engineer is to have a Minimum of 5 years' experience in all phases of OSP Fiber Optic placement and construction. Engineer is to be knowledgeable in Joint Use Pole attachments and application processes, municipality rules and regulations, material specifications and limitations. This unit requires pre-authorization from a COA Manager. All costs shall be included within the hourly rate, fuel, meals and hotel.
SCC PLACEMENT OF NEW FIBER OPTIC CASE, Unit is per fiber Case Enclosure.	Each Closure	This unit includes all labor, equipment and tools to complete the work to prepare Fiber Optic cable(s) for splicing and placement of one fiber optic splice case enclosure. Also included are all tasks necessary to make the final placement/securing of cables and closures in manholes, hand holes or other structures, pumping the vault, testing for hazardous situations (i.e. – gas), ventilating the hole. Final cable routing to the OCEF, POP or Hut, cable preparation (jacket removal, grounding / bonding, etc.). Organizer tray assembly and all other tasks necessary to prepare Fiber Optic cables (OSP & ISP), securing the closure in the vault, grounding and cleanup of the work area. See Fiber Splicing Spec's for further details.
SIFCT Building Fiber Cable Placement EMT	Per Foot	Unit is per foot of cable placed, NOT to Include Slack or Storage. This unit consists of routing EMT Conduit for fiber optic cable from a facility entrance (penetration) into the building to a cable termination point. Included is the pulling of the fiber optic cable. This unit does not include fiber splicing. The latest revision of the National Electrical Safety Code (NESC) and the National Electrical Code (NEC) shall be followed in every case except where local regulations are more stringent, in which case local regulations shall govern. Proper fire taping, strapping and sealing is required. Contractor is required to contact, schedule and complete work per Right of Entry requirements.
SIFOT Building Fiber Cable Placement	Per Foot	Unit is per foot of cable placed, NOT to Include Slack or Storage. This unit consists of routing fiber optic cable from a facility entrance (penetration) into the building to a cable termination point. This unit does not include fiber splicing. The latest revision of the National Electrical Safety Code (NESC) and the National Electrical Code (NEC) shall be followed in every case except where local regulations are more stringent, in which case local regulations shall govern. Proper fire taping, strapping and sealing is required. Contractor is required to contact, schedule and complete work per Right of Entry requirements.
SPC Cable and Splice Closure Prep & or Re-Entry	Each Closure	This unit includes all labor, equipment and tools to complete the work to prepare Fiber Optic cable(s) for splicing and placement of one fiber optic splice case enclosure. Also included are all tasks necessary to make the final placement/securing of cables and closures in manholes, hand holes or other structures, pumping the vault, testing for hazardous situations (i.e. – gas), ventilating the hole. Final cable routing to the OCEF, POP or Hut, cable preparation (jacket removal, grounding / bonding, etc.). Organizer tray assembly and all other tasks necessary to prepare Fiber Optic cables (OSP & ISP), securing the closure in the vault, grounding and cleanup of the work area. See Fiber Splicing Spec's for further details.
SPF Splicing and Testing Fiber	Each Splice	This unit includes all labor, equipment, tools and material handling to complete one (1) single fusion splice of (2) fiber optic strands. These units also include fusion splicing/terminating of an OSP cable to pigtail(s) in an OCEF and or FTP at a POP, NODE or HUT. These units also include complete troubleshooting and repair (i.e. Clean-up & Re-splicing Attempts) that may arise during Acceptance Testing, i.e. Bi-directional OTDR and Power (Insertion Loss) testing as specified in COA Specifications. All Testing requirements are included in this unit. See Fiber Splicing Spec's for further details. Splicing of fiber will be paid by the total quantity of fibers spliced per project Work Order. Example: If 20 splices are billed, the unit 13-24 would be used for a total quantity of 20 splices, SPF-1 Unit.

SPR RING CUT & MID-ENTRY PREPERATION	Each Closure	This unit includes all labor, equipment, tools and material handling to complete a ring cut as specified in the unit. These units include removing the sheath at two ends, pulling back the sheath, cleaning the fibers, managing the lateral cable of the specified size, tray and cleaning fibers, and placing a new splice case. Splicing of the fibers will be paid under the SPF Unit. These units also include complete troubleshooting and repair (i.e. Clean-up & Re-splicing Attempts) that may arise during Acceptance Testing, i.e. Bi-directional OTDR and Power (Insertion Loss) testing as specified in COA Specifications. See Fiber Splicing Spec's for further details.
SPT Test Fiber, Acceptance Testing	Unit is per terminated point	These units includes all labor, equipment, tools, test equipment (including but not limited to patch cords) to perform Acceptance testing of a Span of Fiber Optic cable, including all splice and terminations. This unit is to be used for a scheduled dispatch to test a pre-spliced section of cable, on COA's behalf. Acceptance Testing described in these units includes: • Continuity Testing • Bi-directional OTDR Testing an Documentation • Front Loss Testing and Documentation • Insertion Loss Testing and Documentation • Bare fiber end testing from a field location to a pre-terminated point.
TRA - Traffic Control Crew	Crew Hour	Two person certified traffic control licensed individuals with required safety and traffic protection items. Unit is paid by the crew hour.
UGLW	Lineal foot, 500 Lineal Feet or above	This unit is only to be billed on sections over 500 feet in length. Unit is to be paid by footage of conduit from wall to wall, vault to vault, or vault to building. Unit included using detectable mule tape or coated copper wire, pending on the engineering requirements. Slack is to be left in vault and building for easy access connections for locating equipment, and at times, attached to fiber marker per COA standards. All ADSS cable placement in underground will have detectable mule tape or copper wire per COA standards. Unit is paid per conduit foot. Sections under 500' in length, pulling locate wire or detectable mule tape is included in the fiber pulling unit.



CONTRACT 19-175-FBR-002 EXHIBIT C - SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

The work on this project shall be accomplished in accordance with the *NoaNet/RBC Contract dated 9/18/2017 titled 2017-015 Line Extension and Emergency Response Contract*, (hereafter "Standard Terms & Conditions").

The Standard Terms & Conditions, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Document, shall govern all of the Work.

Each Provision either supplements, modifies, or replaces the comparable Standard Term & Condition, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Terms & Conditions is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

GC-2 DEFINITIONS

Modify this Section with the following:

"COA" City of Anacortes

"COA's REPRESENTATIVE" The employee and/or Consultant designated by COA as its representative as Construction Manager during the progress of the work.

"CONTRACT DOCUMENTS" The Contract Documents shall include all sections of the NoaNet and City of Anacortes Contract Documents.

"FINAL ACCEPTANCE" Acceptance of the work by the City of Anacortes in writing. Final Acceptance shall not constitute an acceptance the City of Anacortes of any work performed or goods supplied which are not in strict compliance with the Contract Documents.

GC-3 PROJECT

Modify this Section with the following:

The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner within the time limits according to the COA Project.

No work shall be performed by Contractor until receipt of a COA Notice to Proceed and a Work Order. The Work Order will estimate the cost of the project based on the unit pricing stated in Exhibits A and B of this contract.

GC-7 The title is modified to say **"COA RESPONSIBILITY"**

Modify this Section with the following:

In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract, COA agrees to pay the Contractor the total amount not to exceed the Contract Price. If the work and services to be performed are for work as defined in WAC 458- 20-171, then the applicable Washington State retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work completed in the Contract. The Contractor shall invoice COA monthly unless otherwise stated in the bid documents.

GC-8 SUSPENSION/TERMINATION OF WORK OTHER THAN DEFAULT

Modify this Section with the following:

COA may, at its sole option, by notice in writing to the Contractor, and without cause given by Contractor, suspend or terminate at any time the performance of all or any portion of work to be performed under the NoaNet Bid Documents. Upon such notice of suspension or termination of work, COA shall designate the amount and type of plant, labor, and equipment to be committed to the work site during the period of suspension or termination. The Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension or termination.

A. Upon receipt of any such notice, the Contractor shall:

1. Immediately discontinue work as specified in the notice;
2. Place no further orders or subcontracts for material, services, or equipment with respect to suspended or terminated work;
3. Promptly suspend or terminate all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended or terminated; and
4. Continue to protect and maintain the work, including those portions on which work has been suspended;
5. Assist COA Representative or COA in the maintenance, protection, and disposition of work in progress, plant, tools, equipment property, and materials acquired by Contractor or furnished by Contractor under the NoaNet Bid Documents; and
6. Complete performance of the work which is not terminated.

B. Suspension: As full compensation for such suspension the Contractor shall be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work:

1. A standby charge, as determined to be equitable by the COA Representative, to be paid to the Contractor during a period of suspension of work sufficient to compensate the Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the work in a standby status;
2. All reasonable costs, as determined to be equitable by COA'S Representative, associated with any demobilization and remobilization of the Contractor's plant, forces, and equipment;
3. Any claim on the part of the Contractor for additional time or compensation shall be made within ten (10) calendar days after receipt, by Contractor, of a notice to suspend work. Failure to submit a claim within the ten (10) day period shall constitute a waiver of any such claim;
4. In no event however, shall the amount to be paid the Contractor pursuant to this section exceed the Contract Price.

Upon receipt of notice to resume suspended work, the Contractor shall immediately resume performance of the suspended work to the extent required in the notice. Any claim on the part of the Contractor for time or compensation shall be made within ten calendar days after receipt of notice to resume work and the Contractor shall submit a revised project schedule for review.

C. TERMINATION: Upon delivery of a written notice to the Contractor, COA may, without cause and without prejudice to any other right or remedy, elect to terminate the COA Project. Upon receipt of any such notice, the Contractor shall take all appropriate steps in part A of this section.

Upon any such termination, Contractor shall waive any claims for damages including Contractor's

overhead, loss of anticipated profits, and all other inconvenience, expenses, damages, costs and lost profits whatsoever. If such termination is effected after COA has issued Notice to Proceed and the Contractor has commenced performance hereunder, COA shall pay the reasonable, verifiable and directly attributable costs incurred by the Contractor as determined by the physical progress of the work satisfactorily completed to date plus costs of removing equipment and materials and otherwise demobilizing, plus ten percent of the sum of all such costs; provided, said payment shall not in any event exceed the Contract Price of the Bid Documents. The payment of COA shall constitute full and complete satisfaction and settlement for the Contractor's overhead, anticipated profits, and all other inconvenience, expenses, damages, costs and lost profits whatsoever. The Contractor shall be entitled to no further payments whatsoever for the work. Amounts retained and accumulated under RCW Chapter 60.28 shall be held and disbursed as provided therein.

Contractor shall submit within 30 days after receipt of notice of termination, a request for adjustment to the Contract Price in accordance with the above provisions. A COA Representative shall review, analyze, and verify such request, and upon a COA Representative's approval, the Contract shall be amended in writing accordingly.

Those provisions of the Contract or NoaNet Bid Documents that by their nature survive Final Acceptance under the Contract Documents shall remain in full force and effect after such termination.

GC-9 TERMINATION FOR DEFAULT/NONCOMPLIANCE

Modify the second and third paragraphs to read:

B. Consequences of Default

In the event of default, COA may immediately, without limiting any other remedy available to it in law or equity, withhold any amount otherwise due under the Contract. COA shall provide written notice of default. In the event Contractor fails to correct the default within ten (10) calendar days after written notice of default, COA may terminate the Contractor's right to proceed with all or any portion of the work. COA'S right to liquidated damages shall not in any manner limit any other remedy available to COA, including but not limited to, COA'S right to terminate the Contractor's right to proceed.

C. Noncompliance

The Contractor shall, upon receipt of written notice of noncompliance with any provision of this Contract, or any NoaNet Bid Documents and the action to be taken, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or their representative at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to comply promptly, a COA Representative may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken, an order to resume work shall be issued. No part of the time lost due to any such suspension order shall entitle the Contractor to any extension of time for the performance of the Contract or to reimbursement for excess costs or damages.

GC-10 ASSIGNMENT

Modify this section to read:

The Contractor shall not assign this Contract, or any interest in or part thereof, or any monies due or to become due hereunder, without the prior written approval of the COA. Any costs to COA associated with the assignment may be deducted from amounts due to the Contractor.

GC-11 INDEMNITY

Modify this Section with the following:

A. Contractor shall be responsible for any and all damage, loss or injury of any kind or nature whatsoever, direct or indirect, to person or property arising out of or in any manner connected with or caused by or resulting from or suffered in connection with the execution of the work provided for in this Contract, any NoaNet Bid Documents or in connection therewith. Contractor agrees to defend, indemnify and hold harmless COA and its representatives (which terms shall be deemed to include directors, officers, members, employees, agents, and servants, and any other persons directly or indirectly engaged in any activity connected with the performance of the work under the Contract and NoaNet Bid Documents) from and against any and all liabilities, claims, losses, damages or

expenses, including reasonable attorney's fees, and expert witness fees, which may be incurred or sustained by COA or any of its representatives (as defined above), by reason of any act, omission, misconduct, negligence, or default on the part of the Contractor or any Subcontractor of the Contractor, and any employees of the Contractor or Subcontractor and except as may otherwise be provided by applicable law. Contractor specifically assumes liability for actions brought by Contractor's own employees against COA and its representatives and for that purpose Contractor specifically waives any immunity under the Workers Compensation Act, RCW Title 51. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by COA, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

B. COA shall not be responsible or be held liable for any damage to person or property consequent upon the use, misuse or failure of any crane, hoist, rigging, blocking, scaffolding or any other equipment used by the Contractor or any of their Subcontractors, even though the said crane, hoist, rigging, blocking, scaffolding, or any other equipment be furnished or loaned to the Contractor by COA. The acceptance and/or use of any such crane, hoist, rigging, blocking, scaffolding or other equipment by the Contractor or their Subcontractors shall be construed to mean that the Contractor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse or failure of such apparatus whether such damages are incurred by Contractor's own employees or property or to the employees or property of other contractors, COA, or otherwise.

C. Contractor's indemnification obligation shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by the negligence of COA or its agents or employees and not attributable to any act or omission on the part of the Contractor or Contractor's employees or agent's. In the event of damages to person or property caused by or resulting from the concurrent negligence of COA or its agents or employees and the Contractor or its agents or employees, the Contractor's indemnity obligation shall apply only to the extent of the Contractor's (including that of its agents and employees) negligence.

D. Contractor acknowledges that by entering into a contract with COA, he has mutually negotiated the above indemnity provisions with COA. Contractor's indemnity and defense obligations shall survive the termination or completion of this Contract and remain in full force and effect until satisfied in full.

GC-12 LAWS, REGULATIONS, PERMITS

Modify the second paragraph to read:

All written instruments, agreements, specifications and other writing of whatsoever nature which relate to or are a part of this Agreement shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. The rights and obligations of COA and Contractor shall be governed by the laws of the State of Washington. Venue of any action filed to enforce or interpret the provisions of this Agreement shall be exclusively in the Superior Court, County of Skagit, State of Washington or at COA'S sole option. In the event of litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief allowed.

GC-13 CLAIM FOR DAMAGES

Modify this section to read:

Any claims arising under the Contract by the Contractor shall be made in writing to the COA Representative no later than ten calendar days after the beginning of the event or occurrence giving rise to the claim. Failure to make written claim prior to the time specified in the NoaNet Bid Document shall constitute waiver of any such claim.

GC-14 INDEPENDENT CONTRACTOR, SUPERINTENDENT, AND EMPLOYEES

Modify the second, third and fourth paragraphs to read:

The Contractor shall designate in writing before starting work competent, authorized site representative(s) who shall be authorized to represent and act for the Contractor in all matters relating to the COA Contract and NoaNet Bid Documents. The Contractor's letter designating representative(s) shall clearly define the scope of the representatives(s) authority to act for the Contractor and define any limitations of this authority. Said authorized representative(s) shall be present at the site of the work at all times when work is in progress. Arrangements acceptable to COA shall be made for any emergency work which may be required. The Contractor's authorized representative(s) shall be supported by competent assistants as necessary, and the authorized representative(s) and assistants shall all be satisfactory to COA. All directions given to the authorized representative(s) by COA shall be binding as if given to the Contractor.

The Contractor and their Subcontractors shall employ only orderly workers. Employees deemed by COA to be incompetent, subversive, or disorderly shall be removed from the performance of the work, and such removal shall not form the basis of any claim for compensation or damage upon COA.

The Contractor and Subcontractor shall be responsible for insuring that its employee's fully comply with the all applicable federal, state, and local laws, including without limitation, all applicable provisions of the Drug Free Workplace Act of 1988. Unless otherwise required by law, the Contractor and Subcontractor shall immediately remove any employee from further work if it is determined by COA, at its discretion, that the employee is not fit for duty for any reason. Failure on the part of the Contractor or Subcontractor to comply with any of the above referenced policies shall be considered an act of default in accordance with GC-9.

GC-15 WORK

Modify this section to read:

The term Work, as used in this Contract, means the construction and services necessary or incidental to fulfill Contractor's obligations in conformance with this Contract.

A. No work shall be performed by Contractor until receipt of a COA Notice to Proceed accompanied by the project plans and specifications, and setting forth the cost of, and the completion date of the work.

B. Contractor shall perform the Work in a diligent, efficient and skillful manner, as the Work or any portion thereof becomes available, to allow COA to promote the general progress of the entire construction and so that the Work shall not interfere with, hinder or delay other work.

C. Should Contractor delay the progress of the Work or of the Project, Contractor shall take necessary action as required to meet and maintain job progress, without additional compensation, and shall be liable to and reimburse COA for damages resulting from such delay.

D. Contractor shall be solely responsible for protection of the Work and for loss or damage to materials, tools, equipment or other personal property, owned or rented or used by Contractor in performance of the Work.

E. When as-built drawing are required by the Contract Documents, Contractor shall record as-built conditions on the Drawings and Detail Drawings in a form acceptable to COA, on a weekly basis or as determined by the Project Manager, during performance of the Work.

F. Contractor shall place detectable marking tape on all Contractor-installed underground lines. The detectable marking tape shall consist of inert polyethylene plastic that is impervious to all known alkalis, acids, chemical reagents, and solvents likely to be encountered in the soil, with a metallic foil core to provide for the most positive detection and pipeline location.

The tape shall be color coded and shall be imprinted continuously over its entire length in permanent black ink indicating the type of line buried below and shall also have the word "Caution" prominently shown.

Color coding of the tape shall be as follows:

Utility	Tape Color
Water	Blue
Sewer	Green
Electrical	Red
Gas/Oil	Yellow
Telephone/CATV	Orange
Non-Potable Water	Purple

The width of the tape shall be as recommended by the manufacture based on depth of installation.

GC-16 CORRECTION OF WORK/WARRANTY

Modify this section to read:

All materials and equipment incorporated into any work under the NoaNet Bid Documents and COA Contract shall be new and of the most suitable grade of their respective kinds for their intended uses unless otherwise specified. All workmanship shall be in accordance with highest standard practices acceptable COA Representative. Contractor warrants all materials, equipment, design and work it furnishes or performs under the NoaNet Bid Documents and COA Contract against defects in design, materials, and workmanship. Contractor's warranty shall remain in effect for a period of three hundred sixty-five (365) calendar days after Final Acceptance.

If at any time prior to the expiration of the warranty period, Contractor or COA discovers any defect in such materials, equipment, design and work, the Contractor shall, upon written notice from COA given within a reasonable time after discovery, correct such defects to the satisfaction of COA by redesigning, repairing or replacing the defective materials, equipment, design and work at a time acceptable to COA. All costs incidental to such corrective action including removal, disassembly, reinstallation, re-work, re-testing and re-inspection as may be necessary to correct the defect or demonstrate that the previously defective work conforms to the requirements of the Contract shall be borne by the Contractor.

Contractor warrants any and all corrective action against defects in design, materials, and workmanship for a period of twelve (12) months following acceptance COA of the corrected work.

If, after due notice, the Contractor shall refuse or persistently neglect to make corrections so as to meet the requirements of the Contract or bid documents, COA may proceed to make such corrections as they may be required and Contractor shall reimburse COA for all cost and expenses incurred in connection therewith.

The warranty requirements in this section are the minimum requirements for materials, equipment, design and work under this Contract. Any other warranty requirements specified in the NoaNet Bid Documents, including the Technical Specifications, are in addition to, and not in lieu of the minimum requirements specified herein.

GC-17 CHANGES IN WORK

Modify this section to read:

Without invalidating the Contract, COA may make changes by altering, adding or deducting from the work, and/or make changes in the drawings and specifications requiring changes in the work and/or materials and equipment to be furnished under any NoaNet Bid Documents; provided such additions, deductions or changes are within the general scope of the Documents. Except as provided herein, no official, employee, agent or representative of COA is authorized to approve any change in the Contract Award and it shall be the responsibility of the Contractor before proceeding with any change, to satisfy himself that the execution of the written Change Order has been properly authorized on behalf of COA.

Charges or credits for the work covered by the approved changes shall be determined by one or more, or a combination of the following methods, at COA'S option:

A. Unit prices specified in the unit prices for changes in work submitted with the Contractor's Bid proposal, if any.

B. An agreed lump sum.

D. The actual cost of:

1. Labor, including foreman.
2. Materials entering permanently into the work.
3. The ownership or rental cost of plant and equipment during the time of use on the project.
4. Power and consumable supplies for the operation of power equipment.
5. Insurance.
6. Social Security and old age and unemployment contributions.
7. To the sum of Items 1, 2, 4, 5, and 6 inclusive, there shall be added a fixed fee of fifteen percent (15%). The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

When a change is ordered by COA, as provided herein, a Change Order shall be executed by COA, or its representative, and the Contractor before any Change Order work is performed. COA shall not be liable for any payment to Contractor, or claims arising therefrom, for Change Order work which is not first authorized in writing as set forth in this section. All terms and conditions contained in the Contract Documents and NoaNet Bid Documents shall be applicable to Change Order work. Change Orders shall specify any change in time required for completion of the work caused by the Change Order and, to the extent applicable, the amount of any increase or decrease in the Contract Price.

If any such change or alteration in the work shall result in a decrease of the work to be performed or materials, equipment, and apparatus to be furnished, no allowance shall be made to the Contractor in computing any resulting decrease in the Contract Price for loss of anticipated profits, but if the Contractor, before receiving COA'S notice of intention pursuant to this Section, shall have incurred any expense in connection with the proper performance of the NoaNet Bid Documents which shall be rendered unnecessary by such change or alteration, such allowance shall be made therefore to the Contractor as COA shall determine to be fair and reasonable.

A COA Representative may instruct the Contractor to make minor changes in the work where such changes are not inconsistent with the purposes of the NoaNet Bid Documents, do not involve any additional cost and shall not require an extension of the NoaNet Bid Document completion date. The Contractor shall make no such changes without receipt of an Instruction, setting forth the changes to be made. Contractor's compliance therewith shall constitute its acknowledgment that such changes shall not result in any claim for additional payment or extension of the NoaNet Bid Document completion date. If the Contractor believes the instruction shall result in additional costs or time extensions, Contractor shall promptly notify COA of the same and not proceed with the changes. COA's Instructions, when issued, shall be in writing and signed by a COA Representative and NOANET Representative.

No waiver of any provision of this Contract or the NoaNet Bid Documents, and no consent to departure there from, by either party, shall be effective unless in writing and signed by the waiving or consenting party, and no such waiver or consent shall extend beyond the particular case and purpose involved.

GC-19 PAYMENT/RETAINAGE

Modify this section to read:

Contractor shall submit a detailed monthly pay application for all services provided describing in reasonable and understandable detail the work completed during the previous month, the progress of the work, and the requested payment in an amount proportionate to the work completed. **Unit codes, descriptions and prices listed on the pay applications MUST match those listed in Exhibits A**

and B of the Contract. COA shall pay the pay application within thirty (30) days after approval of the pay application, pursuant to the terms below:

A. Prior to the release of any payment COA must receive from Contractor a current Approved Statement of Intent to Pay Prevailing Wage filed per project (RCW 39.12.040) for all contractors and subcontractors

B. COA shall hold back a retainage as required by RCW 60.28 for labor and material in the amount of five percent (5%), of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue, State Employment Security Division and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to COA and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by COA.

C. COA shall pay the Contractor as full consideration for the performance of the contract, an amount equal to the unit and lump sum prices as set forth in the bid. The Contractor will submit request for Progress payments on a monthly basis and COA will make payment within 30 days after receipt of the Contractor's request until the work is complete and accepted by COA. COA payment shall not constitute a waiver of COA's right to final inspection and acceptance of the project.

D. COA reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract or as more fully detailed in the project specification agreement and/or purchase; and extra work and materials furnished without COA'S written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, COA may complete the work by contract or otherwise, and Contractor shall be liable for any additional costs incurred by COA. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by COA beyond the maximum Contract price specified above.

COA further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, COA'S payment to contractor for work performed shall not be a waiver of any claims COA may have against Contractor for defective or unauthorized work.

E. Prior to submitting its first application for payment, Contractor shall submit a schedule of values allocating the Subcontract Price to the full Scope of Work, prepared in such form and supported by such data to substantiate its accuracy as COA may require, which schedule shall be used as a basis for reviewing Contractor's applications for payment. The schedule of values will be used for payment purposes only and shall not relieve Contractor from its obligation to perform all of the Work and provide all labor and material required by the Agreement. When approved by COA, the schedule of values may be modified by Contractor to incorporate executed change orders.

F. Payments shall not be acceptance of improper, faulty, defective or non-conforming Work or material and shall not release Contractor of any of its obligations under the Agreement and shall not constitute a waiver of any right or provision hereof by COA. Beneficial use or occupancy by COA is not acceptance of the work.

GC-20 PAYMENTS WITHHELD

Modify this section to read:

In addition to the above percentage retained, COA may withhold the whole or part of any certificate for payment to such extent as may be reasonably necessary to protect itself from loss on account of:

A. Defective or damaged work not remedied or warranties not met.

B. Claims filed or reasonable evidence indicating filing of claims against the Contractor.

C. Failure of the Contractor to make payments properly to Subcontractors or for materials, labor, or

equipment.

D. A reasonable doubt that the work in the Contract can be completed for the balance then unpaid.

E. Damage to another Contractor.

F. Damage to or loss of COA -furnished materials or COA property.

G. Contractor's failure to meet any performance warranties required by the Contract Documents or the NoaNet Bid Documents.

The Contractor shall provide a contact name, address, and email address to facilitate notification if any payment, or portion of any payment, is withheld for any of the reasons above, or for missing documentation or items incorrectly invoiced. Notification shall be made via email, or shall be mailed, properly addressed and stamped with the required postage to the person designated by the Contractor.

GC-21 ACCEPTANCE AND FINAL PAYMENT

Modify this section to read:

When the Contractor has completed all work in accordance with the terms of the Contract and NoaNet Bid Documents, the Contractor shall properly execute and submit to a COA Representative a request for final payment and the Certificate of Completion and Release (exhibit F) The Certificate of Completion and Release shall constitute a waiver of all claims by the Contractor except for unsettled claims specifically stated. COA shall not process Contractor's request for final payment until after the Contractor furnishes the Certificate of Completion and Release.

The Certificate of Completion and Release shall warrant that the Contractor has fully completed its work included in the Contract and NoaNet Bid Documents and has fully paid for labor, materials, equipment, services, taxes and all other costs and expenses of every nature and kind whatsoever resulting from the Contract. If any dispute exists between the Contractor and any person, firm or corporation to whom the Contractor might be obligated in connection with the Contract, the Contractor shall state the name of claimant and amount and general nature of claim against the Contractor. The Certificate of Completion and Release shall state the amount and nature of all present and future claims that the Contractor may have against COA shall not be complete until after the Contractor has delivered to a COA Representative a properly completed Certificate of Completion and Release.

After receipt of a properly completed Certificate of Completion and Release and request for final payment, a COA Representative shall, within a reasonable time, make a recommendation to COA relative to acceptance of the Contractor's work. Such a recommendation shall not constitute a recommendation of acceptance of any work or materials not furnished in accordance with the terms of this Contract and the NoaNet Bid Document.

Upon receipt of: (1) request for final payment and Certificate of Completion and Release, and (2) the COA Representative's recommendation relative to acceptance of work, COA shall, within a reasonable time, take action on the Contractor's final request for payment, and on acceptance of work. Such action shall be subject to the condition of the Performance Bond, legal rights of COA, required warranties, and correction of faulty work discovered after final payment. COA shall have the right to retain from any payment then due the Contractor, so long as any bills or claims remain unsettled and outstanding, a sum sufficient, in the opinion of COA, to provide for the payment of the same. It is also understood and agreed that, in the case of any breach by the Contractor of the provisions hereof, COA may retain from any payment or payments which may become due hereunder, a sum sufficient, in the opinion of COA, to compensate for all damages occasioned by such breach including any such damages arising out of any delay on the part of the Contractor.

Sixty (60) days after Final Acceptance, including Contractor's delivery of a properly completed Certificate of Completion and Release to a COA Representative, retainage may be claimed by the Contractor; provided, however, that there are no claims filed for material or laborers and that COA has received the certificate of the Washington State Department of Revenue of payment in full of all taxes, the Employment Security Department, and the approved Washington State Department of

Labor and Industries Request for Contract Release form and the approved affidavit showing payment of prevailing wages. If any liens remain unsatisfied after final payment is made, the Contractor shall refund to COA such amounts as COA may have been compelled to pay in discharging such liens including all costs and reasonable attorney's fees.

GC-22 The title is modified to say “**COA REPRESENTATIVE'S STATUS, AUTHORITY AND PROTEST PROCEDURE**”

Modify this section to read:

A COA Representative shall represent COA. The Representative has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. The Representative shall also have authority to reject all work, equipment, and materials which do not conform to the Contract and to answer questions which arise in the execution of their work.

Written Approval by the COA Representative signifies favorable opinion and qualified consent. It does not carry with it certification, assurance of completeness, assurance of quality, nor assurance of accuracy concerning details, dimensions, and quantities. It is not an acceptance by COA or certification that Contractor has performed the Contract work correctly or according to Contract Documents and the NoaNet Bid Document. Such approval shall not relieve the Contractor from responsibility for errors or for deficiencies within their control.

All claims of the Contractor and all questions relating to the interpretation of the Contract and NoaNet Bid Document, including all questions as to the acceptable fulfillment of the Contract on the part of the Contractor and all questions as to compensation, shall be submitted in writing to the COA Representative for determination within the applicable time period specified in the Contract and NoaNet Bid Document.

All such determination and other instructions of the COA Representative shall be final unless the Contractor shall file with the COA Representative a written protest, stating clearly and in detail the basis thereof, within ten (10) calendar days after the COA Representative notifies the Contractor of such determination or instruction. The protest shall be forwarded by the COA Representative to COA'S City Attorney, who shall issue a decision upon each such protest, and its decision shall be final. Pending such decision, the Contractor, if required by the COA Representative, shall proceed with the work in accordance with the determination or instructions of the COA Representative.

The COA Representative may appoint assistants and inspectors to assist him in determining that the work performed and materials furnished comply with contract requirements. Such assistants and inspectors shall have authority to reject defective material and suspend any work that is being done improperly, subject to the final decisions of the COA Representative, or to exercise such additional authority as may be delegated to them by the COA Representative. All work done and all materials furnished shall be subject to inspections by the COA Representative or their inspectors at all times during the work.

GC-23 **COOPERATION WITH OTHERS**

Modify this section to read:

There may be other contractors or forces of COA working the same area where work under the Contract shall be performed. The Contractor shall fully cooperate with such other contractors and COA'S employees and carefully fit their work with the other work consistent with orderly and expeditious performance and completion of the project as a whole.

GC-24 **INSURANCE**

Modify articles E through G to read:

E. The insurance policies shall specifically name the City of Anacortes, it's elected or appointed officials, officers, employees, and volunteers as insured with regard to damages and defense of claims arising from (1) activities performed by or on half of the Contractor; or (2) Products and completed operations of the Contractor; or (3) premises owned, leased, or used by the Contractor.

F. The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to COA; and (3) shall state that COA will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.

G. Before commencing work and services, Contractor shall provide to COA a Certificate of Insurance evidencing the required insurance accompanied by endorsements as are necessary to comply with the requirements of this paragraph. COA reserves the right to request and receive a certified copy of all required insurance policies.

GC-25 JOB SAFETY/HOUSEKEEPING

Modify this section to read:

All work done shall be done in a manner that minimizes interruptions or inconvenience to the public and/or COA staff. All work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Transportation. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter.

Contractor will be responsible for daily and final clean up and disposal of refuse, waste and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the Project site. Should COA determine Contractor is not fulfilling its obligation in this regard, COA reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.

GC-27 PRE-WORK CONFERENCE

Modify this section to read:

The Contractor, upon notification by COA, may be required to attend a pre-work conference prior to starting any work. The purpose of the conference is to discuss, among other considerations, the responsibility of the Contractor and their Subcontractors in the execution and progress of the work. The conference, if any, shall be held on a date mutually agreed upon by the Contractor and the COA Representative.

GC-29 PROGRESS MEETINGS

Modify this section to read:

Progress review meetings shall be held at regular intervals as deemed necessary by the COA Representative. Progress meetings shall be utilized to review the work schedule and discuss any delays, unusual conditions, or critical items which have affected or could affect the progress of the work.

Time is of the essence of any COA Project. If at any time during the progress of work, the Contractor's actual progress, in the opinion of a COA Representative, is inadequate to meet the Contract completion dates, COA may issue a written notice of noncompliance to the Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by the COA Representative, the Contractor does not improve performance to meet the work schedule, COA may direct the Contractor to accelerate the work through an increase in the Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and/or an increase in the amount of plant; all without additional cost to COA. Neither such notice by COA nor COA'S failure to issue such notice shall relieve the Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract and NoaNet Bid Document.

Failure of the Contractor to comply with the instructions of COA may be grounds for determination by COA that the Contractor is not prosecuting its work with such diligence as shall assure completion within the times specified. Upon such determination, COA may terminate the Contractor's right to proceed with the performance of the Contract, or any separable part thereof in accordance with GC-9.

GC-31 PAYMENT OF LABOR

Modify this section to read:

The Contractor, and its Subcontractors shall fully comply with all applicable provisions of RCW Chapter 39.12, concerning payment of prevailing wages, including the filing and payment of fees for all required statements and affidavits, and shall pay and provide wages and benefits to their employees employed in the performance of this Contract which are not less than those fixed by the Washington Department of Labor and Industries for work of like character. It shall be the responsibility of the Contractor to ensure that the appropriate classification of work and prevailing wage rate is paid for the county in which the Work is performed. The State of Washington prevailing wage rates applicable to- Public Projects may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx> Questions regarding Prevailing Wage should be directed to the Prevailing Wage section of the Department of Labor & Industries, ESAC Division, P.O. Box 44540, Olympia, Washington 98504-4540 by calling (360) 902-5335 or on their web site at: <http://lni.wa.gov/Tradeslicensing/PrevWage/WageRates/default.asp>. It is the Contractor's responsibility to ensure with the Washington Department of Labor and Industries prior to bid opening that the most current version of the prevailing wage rates are utilized in the preparation of its Bid. COA does not guarantee that labor can be procured for the minimum wages shown on the referenced schedules. The rates listed are minimum only, below which the Contractor cannot pay. The Contractor may be required to furnish to COA at any time acceptable evidence of wage rates paid by it or its Subcontractors.

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 the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquires may be made. Any dispute between the Contractor or any of its Subcontractors and COA over the appropriate wage rate under this provision or RCW 39.12 shall be subject to arbitration pursuant to RCW 39.12.060.

GC-32 DELAYS AND EXTENSIONS OF TIME

Modify this section to read:

If the Contractor is delayed at any time in the progress of work by any unforeseeable causes beyond the control of the Contractor, except for shortages in materials and labor, the Contract time shall be extended for such reasonable time as COA shall determine.

The Contractor agrees to complete the work within the Contract and NoaNet Bid Document time as thus extended. Such extensions shall postpone the beginning of period for payment of liquidated damages but they and the events producing them shall not be grounds for claim by the Contractor of damages or for additional costs, expenses, overhead or profit or other compensation. Except for delays caused by the acts or omissions of COA or persons acting for it, extensions of time granted by a COA Representative to the Contractor shall be the Contractor's sole and exclusive remedy for any delays due to causes beyond the control of the Contractor.

All claims for extension of time shall be made in writing to COA no more than 3 days after the Contractor knows or by reasonable diligence should know of the event causing or likely to cause the delay; otherwise, they shall be waived. In the case of a continuing cause of delay only one claim is necessary. Contractor's failure to give such notice promptly and within such time limit shall be deemed sufficient reason by COA for denial of any time extension request.

Avoidable delays in the execution or completion of the work, for which no time extension shall be granted, shall include all delays which in the opinion of COA could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or their Subcontractors. All changes of the time or changes of the schedule shall be made by Change Orders to the Contract.

GC-33 COMPLETION DEADLINE/LIQUIDATED DAMAGES

Modify this section to read:

Contractor shall commence work under this Contract upon receipt of notice to proceed from COA. If the COA Project is not completed by such date as set forth in the Contract Document, then the contractor shall pay COA \$1,000.00 for each calendar day that the work remains incomplete after expiration of the specified completion date, unless otherwise specified in the NoaNet Bid Document. The sum of the Liquidated damages shall not exceed fifteen percent of the Contact Price.

GC-37 The title is modified to say **“PERFORMANCE BOND AND PAYMENT BOND”**

Modify this section to read:

Contractor shall provide a separate performance bond and payment bond each for 100% of the contract price on COA provided forms, for the faithful performance and payment of all its obligations under this Contract and in accordance with RCW 39.08.010. The payment bond will be released either 45 days after final acceptance of the project or upon receipt of releases from the Department of Revenue, Department of Employment Security and the Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by COA on account of such defects, discovered within one (1) year after final acceptance by COA. If this Contract is for less than \$150,000, Contractor authorizes COA, in lieu of a bond, to retain 10% of the Contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later: PROVIDED FURTHER, that for contracts of one hundred fifty thousand dollars or less, the public entity may accept a full payment and performance bond from an individual surety or sureties: AND PROVIDED FURTHER, that the surety must agree to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington as provided for under RCW 39.08.010.

GC-38 GENERAL PROVISIONS

Modify articles A, B, E, and H to read:

- A. Notices. Any notice or demand desired or required to be given under this Contract shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either party shall have previously designated by such a notice:

City of Anacortes
PO Box 547
Anacortes, WA 98221
Attn: Tiffany Matson

Contractor: Robinson Bros. Constr., Inc.
6150 NE 137th Ave.
Vancouver, WA 98682
Attn: Toland Severson

- B. Entire Agreement. This Contract and its attachments contain the entire understanding between COA and Contractor relating to the Project which is the subject of this Contract. This Contract supersedes all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Contract shall be in writing and signed by the parties to this Contract.
- E. Assignment. Neither party shall assign, transfer or otherwise dispose of this Contract in whole or in part to any individual, firm or corporation without the prior written consent of the other party. Subject to the provisions of the preceding sentence, this Contract shall be binding upon and endure to the benefit of the respective successors and assigns of the parties hereto: This Contract is made only for the benefit of COA and the Contractor and successors in interest and no third party or person shall have any rights hereunder whether by agency or as a third party beneficiary.
- H. Jurisdiction/Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Contract shall be brought in Skagit County Superior Court, Skagit County, Washington.

FIBER OPTIC INFRASTRUCTURE INSTALLATION CONTRACT
Library to MSTs
Old Town & M Avenue Pilot Areas

Installation Scope

Fiber Optic Cables & MST Tails.....32,000 ft

Multiport Service Terminals.....114

Fiber Splices & Tests.....316

Work Timeframes

Old Town..... ≤8 weeks

M Avenue..... ≤3 weeks

Final punchlist..... ≤2 weeks

Contractual Pricing

Old Town.....\$154,972

M Avenue.....\$81,130

Total.....\$236,102



November 22, 2019

Mayor Laurie Gere
City of Anacortes
904 6th Street
Anacortes, WA 98221

Re: Letter of Intent

Dear Mayor Gere:

Pursuant to a discussion at the Fidalgo Pool & Fitness Center (FPFC) Commission meeting on Thursday evening, November 21, 2019, the Board has authorized me to deliver to you this Letter of Intent (LOI).

Specifically, FPFC wishes to explore a partnership between FPFC and the City of Anacortes to construct and operate a shared facility on FPFC property adjacent to our current structure incorporating mutual goals, i.e. replacing the current obsolete pool with two pools; a community meeting space; child watch; ADA accessibility; increased programming capacity and safety features; a community/youth center with a regulation gymnasium; kitchen facilities; and space for arts/music/after-school/ASAC activities, among other features. Based on discussion and within this context, time is of the essence. It is the Commissioner's intent that once this LOI is approved by the City:

1. A subcommittee be formed in early December and begin meeting on a bi-weekly basis. The goal of this subcommittee would be to identify and address potential issues, leading to adoption of a Joint Development Agreement (JDA) by July 2020. Commissioners McNett and Olson, as well as the FPFC Executive Director have committed to serving on this subcommittee;
2. A potential bonding request, scheduled in the FPFC timeline for February 2020, has been canceled;
3. Depending on subcommittee progress, a potential bonding request in April 2020 may also be canceled.

Sincerely,

A handwritten signature in black ink, appearing to read "Mitch Everton".

Mitch Everton, Executive Director
Fidalgo Pool & Fitness Center



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning December 2, 2019

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

December 2, 2019

- Contract Award: Guemes Channel Trail Wall Replacement Design #19-146-PRK-002 (Consent)
- Contract Modification: Second Amendment to the Residential Recyclables and Residential Organics Collection Agreement with Waste Management of Washington, Inc. #15-102-SAN-001 (Consent)
- Public Hearing: Interim Ordinance 3054 Declaring an Emergency and Adopting a Moratorium on the Acceptance of Certain Land Use Applications in the R4 Zone (Discussion/Possible Action)
- Memorandum of Understanding: Fidalgo Island Water System (Discussion/Possible Action)
- Resolution 2062: Updating Unified Fee Schedule for Updated Sewer Rates and Ordinance 3059: Updating AMC Title 13, Public Services (Discussion)

December 9, 2019

- Recreation Program Update (Discussion)
- Update on Commercial Avenue Complete Streets Project Phase I - 11th Street to 13th Street (Discussion)
- Resolution 2066: 2020 Lodging Tax Advisory Committee Recommendations (Discussion/Possible Action)
- Resolution 2062: Updating Unified Fee Schedule for Updated Sewer Rates and Ordinance 3059: Updating AMC Title 13, Public Services (Action)

December 16, 2019

- Contract Award: Base Fiber Project #19-169-ENG-001 (Action)
- Contract Award: Ship Harbor and SR20 Spur Intersection Improvements Project #16-025-TRN-003 (Action)
- Parks and Recreation Comprehensive Plan (Discussion/Possible Action)

December 23, 2019

- Contract Award: Anacortes Municipal Broadband Installation – CBD, Old Town Pilot, M Avenue Pilot #19-181-FBR-001 (Action)

January 6, 2020

January 13, 2020

January 21, 2020

January 27, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Finance, Wednesday, Nov 27, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Dec 2, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Safety, Tuesday, Dec 3, 2019, 10:00 AM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Dec 3, 2019, 8:30 AM, Third Floor Conference Room, City Hall
- Planning, Monday, Dec 9, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Dec 11, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Dec 16, 2019, 5:00 PM, Main Conference Room, City Hall