

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube Channel](#), or on [TV Channel 10](#)
- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@anacorteswa.gov or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the City Clerk prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for virtual participation in Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

February 2, 2026
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Public Works Committee (Report)
4. **Public Comment**
 - a. [Participation Rules and Procedures](#)
5. **Consent Agenda**
 - a. Minutes of January 26, 2026 (Action)
 - b. Approval of claims in the amount of \$196,856.43 (Action)
 - c. Special Event: Womens Wellness Run (Action)
 - d. Special Event: Shipwreck Fest (Action)
6. **Other Business**
 - a. Resolution 3201: Establishing the Lodging Tax Advisory Committee for 2026 (Discussion/Action)
 - b. Resolution 3202: Confirmation of Re-Appointments to the Library Board of Trustees (Discussion/Action)
 - c. Resolution 3203: Planning Commission Appointments (Discussion/Action)
 - d. Contract Award: Portable 70kw Generator for WWTP & Sewer Lift Stations #26-048-ERR-001 (Discussion/Action)
 - e. Contract Award: Portable 100kw Generator for WWTP & Sewer Lift Stations #26-050-ERR-001 (Discussion/Action)
 - f. Contract Award: Depot Market Plaza Expansion Project #24-228-PRK-003 (Discussion/Action)
 - g. * Ordinance 5008: Amending AMC 10.12.380 Parking — Prohibited by street segment (First Read), (Discussion)
 - h. * Ordinance 5020: Amending AMC 9.16.020 Aiming or discharging weapons (First Read), (Discussion)

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.

7. **Adjournment**

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February 2, 2026

City Council Meeting



Elections

by 8 pm **Tuesday February 10**

vote by mail –or – drop boxes

- Anacortes Library
- Skyline Beach Club

www.skagitcounty.net/elections

Community Development Block Grant Applications

Funding for **long term** rehab, maintenance,
& economic development projects. Proposals must
benefit low to moderate income citizens.

Application deadline: **Feb 23, 2026**

Visit **www.anacorteswa.gov/1655** to apply!





Downtown Streetscapes Survey

www.surveymonkey.com/r/DZNS96S



City Council Vacancy

Applications are now being accepted for the Ward 1 Councilmember position. The appointee will serve until the next regular election in fall 2027.

Application deadline: noon on **February 3**, 2026

forms.cityofanacortes.org/Forms/CityCouncilApp



Service on a City Board or Commission

Current openings for:

- Arts Commission
- Planning Commission
- Historic Preservation Board
- Housing Authority Board

Learn more or apply at www.anacorteswa.gov/160



Committee Reports

weekly summary of City Council committee meetings



Public Comment Submission

From No Reply <noreply@civicplus.com>

Date Wed 1/28/2026 5:01 PM

To CityClerk <cityclerk@anacorteswa.gov>

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

Submitted by: Deb & Dan Call

Email Address: debndan91@gmail.com

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/1421/overview>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: What is the expansion of the Depot area for? I have not read or heard anything about it. As usual, costly things are done and then the public hears about them afterwards. That is always how this city works. I imagine this will need more property tax increase like all the unnecessary projects this city is done. Like the mess of the Safeway intersection, that only made things worse not better, and the brand-new vehicles per person for your expanding and unnecessary fleet and an over 8 million dollar 'community' center. This city has never had an appropriate budget, only spend, spend, spend. This causes hardships on those who have lived here years (when houses were more in the 300,000 range. Those of us on fixed incomes of social security are being forced out of this richman's paradise, and it is NOT fair at all. We are not all rich folks from California! I sure want to know why the city council thinks we need such a huge and costly community center. Then the locals can't afford to attend anything there because the tickets will be too high to afford. No need for such an expensive and large center at all. Use the old Rite-Aid property, be wise for a change!

Trying to help

From William Turner <bill.h.turner@gmail.com>

Date Mon 2/2/2026 9:17 AM

To CityClerk <cityclerk@anacorteswa.gov>; City Council <citycouncil@anacorteswa.gov>; Linda Martin <lindam@cityofanacortes.org>

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

Dear City Council

Based on recent recent, separate Growth Management Hearings Board decisions on appeals brought by Futurewise as to housing elements in Mercer Island and Kitsap County Comprehensive Plans, it is now clear that your housing element will most likely be found on appeal to be inadequate and your actions 'out of compliance'.

I attach both decisions and earnestly hope that you take the time to read them and review them with staff. They explain the level of review that the City can anticipate if a when appeals are taken to your final ordinance(s).

I recommend that you move forward right now with some of the menu items in your Housing Action Plan. My reading of these GMHB decisions tells me that simply relying on providing for market rate housing and speculative grants to housing providers, as the Planning Commission proposes, will not pass muster. I suppose you could just continue on your present course and wait-out the inevitable court appeals and in that case there will need to be an appeal to your action to keep the issue alive until the City directly advances initiatives as to affordable housing for low to moderate households.

If you have already been briefed on this and are taking a pro-active approach, I apologize for doubting you. There are many of us who would like to assist.

Best regards
Bill Turner

Anacortes City Council Minutes - January 26, 2026

Call to Order

Mayor Ryan Walters called to order the January 26, 2026, Anacortes City Council meeting at 6:00 p.m. Councilmembers Luke Currier, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and TJ Fantini were present. Councilmember Anthony Young was absent.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Ms. Moulton moved without objection to excuse the absence of Mr. Young.

Announcements and Committee Reports

Recognition of Emily Schuh's Service to the City of Anacortes

Mayor Walters, City Attorney Darcy Swetnam, and Fiber Manager Jim Lemberg recognized Administrative Services Director Emily Schuh for her twenty-six years of service to the city. Former Mayor Laurie Gere expressed her appreciation for Ms. Schuh's mentorship, support, and service during her eight-year tenure as mayor.

Mayor's Announcements

Mayor Walters announced, referring to a slide presentation that was added to the packet materials for the meeting, that he had re-appointed Zachary Wight and Kami Bratton to 3-year terms on the Arts Commission. He also announced the appointment of Ms. Cleland-McGrath to the North Star Housing Task Force, and reminded the public of the opportunity to [submit an application](#) for the vacant Ward 1 council position, which will close at noon on February 3, 2026. He concluded by providing a brief recap of the successful Downtown Streetscapes Open House held on January 21st.

Finance Committee

Ms. Moulton reported from the Finance Committee meeting held earlier in the day. The topics discussed included the 2025 year-end update that Finance Director Steve Hoglund would give to the Council later on in the agenda.

City Action Days

Mr. Fantini reported from his visit to Olympia as the Association of Washington Cities district representative for City Action Days. The topics he covered included an address by Governor Ferguson which announced a state policy of budgeting revenues according to the actual growth estimates and recognized the collaborative efforts of first responders and community stakeholders in the response to recent flooding. Mr. Fantini mentioned that he was able to meet with local representatives during the event, and that it seemed unlikely that the city would receive the requested state funding to resurface South Commercial Avenue in 2026, though a state bond for transportation improvements could provide funding for the project in 2027. He added that there was optimism in his conversations with state legislators that the city could receive the requested \$500,000 for the community events facility. He then mentioned [House Bill 2163](#) and [Senate Bill 5913](#) that seek to clarify indigent defense case load standards and a separate bill that would potentially classify e-bikes as motorcycles.

North Star Housing Task Force

Ms. Cleland-McGrath reported from the North Star Housing Task Force meeting held earlier in the day. She announced that there would be a housing symposium on May 21, 2026, which would be open to the public. She asked that Councilmembers provide feedback regarding issues they would like to hear about during the event.

Addressing the City's Role in Immigration Enforcement

Mayor Walters acknowledged community concerns regarding recent events involving federal Immigration and Customs Enforcement officers in Minneapolis and other communities in the United States. He pointed out that local law enforcement involvement in immigration matters is governed by the [Keep Washington Working Act](#), which provides that local law enforcement will not conduct immigration enforcement on behalf of the federal government, collect information regarding a person's immigration or citizenship status or place of birth, or detain people upon request without a warrant. He added that the first duty of city elected officials and staff is to the truth and the rule of law, promising that the city would follow local, state and federal law.

Public Comment

Mayor Walters invited the public to comment on any item not on the agenda. No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

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

a. Minutes of January 20, 2026

b. Approval of claims in the amount of \$1,340,527.27

The following vouchers/checks were approved for payment:

EFT numbers: 114701 through 114747, total \$543,310.49

Check numbers: 114700, 114748 through 114764, total \$788,368.61

Wire transfer numbers: 383165 through 383476, total \$8,848.17

Other Business

2025 Year-End Finance Update

Mr. Hoglund provided a 2025 year-end finance update, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Fund structure and how property tax revenue is distributed.
- Billing to the correct fund.
- The lowest point in available cash is now until the first payment of property tax comes in.
- Cutting road maintenance in 2026.
- Equipment rental and replacement is unfunded except for utilities in 2026.

Human Resources and Labor Relations Director Kendall Moyle presented three position changes for 2026, referring to a slide presentation that was added to the packet materials for the meeting. The changes included the replacement of the Administrative Services Director with a Fiber Manager, updating the Fire Administrative Assistant from 0.5 to 1.0 FTE, and adding 1.0 Human Resources Assistant. Fire Chief Bill Harris answered questions from the Council regarding the Fire Administrative Assistant funding. Mayor Walters announced without objection that the changes would be brought back before the Council for ratification at a later date.

Ordinance 5016: 2025 Year-End Budget Amendment

Mr. Hoglund introduced proposed Ordinance 5016: 2025 Year-End Budget Amendment, referring to a draft copy of the ordinance that was included in the packet materials for the meeting.

Discussion topics included:

- Format of budget amendment documents.

TJ Fantini moved, seconded by Carolyn Moulton, to approve Ordinance 5016 amending the 2025 budget.
Vote: Ayes - Carolyn Moulton, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini, Luke Currier. Nays - None. Abstentions - None. Result: Passed

Contract Award: Verizon Frontline Communication System #26-036-ITS-002

Ms. Schuh introduced the proposed contract with Verizon Frontline Communications #26-036-ITS-002, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

- Cost savings over current service provider.

Carolyn Moulton moved, seconded by Bruce McDougall, to authorize the mayor to sign the contract #26-036-ITS-002 with Verizon Wireless for wireless, voice, text and data service plans along with ancillary equipment and services.

Vote: Ayes - Carolyn Moulton, Christine Cleland-McGrath, Bruce McDougall, TJ Fantini, Luke Currier. Nays - None. Abstentions - None. Result: Passed

Grand View Cemetery Fees

Parks and Recreation Director Jonn Lunsford introduced the discussion regarding fees for Grand View Cemetery, referring to a slide presentation that was included in the packet materials for the meeting. Parks and Recreation Administrative Assistant Darby Jordan answered questions from the Council.

Discussion topics included:

- Would any existing plot owners be affected by fee increases?
- Appreciation for in-house data production.
- Recovery of costs at a minimum.
- Legislative process for fee updates.
- Annual consumer price index adjustment.
- Timeline for enactment.

Mayor Walters invited members of the audience to comment on this agenda item.

Theresa Baker of Anacortes asked about the proposal for composted burials. Mr. Lunsford replied that the code changes associated with the proposal for composted burials would come before the council in the late first quarter or second quarter of this year.

Adjournment

There being no further business, at approximately 7:20 pm, the Anacortes City Council meeting of January 26, 2026, was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the February 2, 2026 City Council meeting:

[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
383815	10/13/2025	RE 41 JZ2216 L010	WASHINGTON STATE DEPARTMENT	REVIEW OF COMMERCIAL AVE ENHANCEMENT PROJECT - SR20 MP50.59-51.87	\$ 201.48	pw1
383816	10/13/2025	RE 41 JZ2374 L013	WASHINGTON STATE DEPARTMENT	REVIEW OF 12TH AND COMMERCIAL PROJECT - SR20 MP51.92	\$ 4,866.75	pw1
383819	11/14/2025	9005	CONTEC SYSTEMS INDUSTRIAL CORP	WWTP CEMDAS COMPUTER SOFTWARE UPDATE	\$ 6,385.00	dwwtp
383822	12/22/2025	P2381-NT-3	QCC QUALITY CONTROLS CORP.	WWTP DREAM REPORTS SOFTWARE LICENSE & INTEGRATION	\$ 11,193.00	dwwtp
383823	12/22/2025	P2386-NT-3	QCC QUALITY CONTROLS CORP.	WWTP DREAM REPORTS SOFTWARE LICENSE & INTEGRATION	\$ 5,130.00	dwwtp
383824	12/29/2025	1-124	QCC QUALITY CONTROLS CORP.	WWTP TEMPORARY/EMERGENCY PORTABLE PS CONTROL PANEL	\$ 1,240.00	dwwtp
383579	12/31/2025	090087001-1225	KIMLEY-HORN AND ASSOCIATES, IN	PASS LAKE 10-INCH WATERMAIN REPLACEMENT PROJECT - DESIGN - THROUGH 12/31/25	\$ 6,398.40	pw1
383586	12/31/2025	12862	KIMLEY-HORN AND ASSOCIATES, IN	MARCH'S POINT ROAD WATER MAIN AND BIKE LANE PROJECT - DESIGN - THROUGH 12/31/25	\$ 940.43	pw1
383668	12/31/2025	34616853	KIMLEY-HORN AND ASSOCIATES, IN	ON-CALL TRANSPORTATION ENGINEERING SERVICES - THROUGH 12/31/25	\$ 3,287.50	pw1
383646	1/1/2026	2021-1300	NORTHWEST BIOSOLIDS	MEMBERSHIP FEE - INCINERATOR	\$ 573.68	dwwtp
383665	1/1/2026	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 12/28-1/27/2026	\$ 75.39	publib
383820	1/6/2026	B20669745	SHI INTERNATIONAL CORP.	FORTINET FIREWALL SUPPORT SERVICES SUBSCRIPTION - 2/10/26-2/9/27	\$ 17,132.78	infosys
383479	1/10/2026	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 1/19/26 - 2/18/26	\$ 144.10	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
383661	1/14/2026	22055049146	UNIT PROCESS COMPANY	PUMP STATION MAINTENANCE SUPPLIES	\$ 2,779.87	dwwtp
383669	1/15/2026	0001925	CITY OF BURLINGTON	DARK FIBER & RACK FEE - JAN 2026	\$ 500.34	fiber
383478	1/15/2026	0107346	FERGUSON ENTERPRISES, INC	INVENTORY SUPPLIES FOR WATER MAINTENANCE	\$ 8,969.47	wdist
383649	1/15/2026	1100004471	EUROFINS ENVIRONMENT TESTING	LAB TESTING - INDUSTRIAL SPLIT - BOD COB	\$ 144.00	dwwtp
383650	1/15/2026	1100004476	EUROFINS ENVIRONMENT TESTING	LAB TESTING - WWTP - BOD COB	\$ 122.00	dwwtp
383490	1/15/2026	1736	OSBORN CONSULTING, INC	PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - THROUGH 12/31/25	\$ 3,387.50	pw1
383578	1/15/2026	1737	OSBORN CONSULTING, INC	COMMERCIAL AVENUE ENHANCEMENT PROJECT - DESIGN - THROUGH 12/31/25	\$ 26,020.01	pw1
383477	1/15/2026	Y355702	CORE & MAIN LP	INVENTORY SUPPLIES FOR WATER MAINTENANCE	\$ 2,850.00	wdist
383583	1/16/2026	32854	IRONCLAD COMPANY	SUPPLIES FOR STREET DEPT	\$ 2,094.41	dshop
383480	1/16/2026	943576	CASCADE COLUMBIA DISTRIBUTION	SODIUM FLUORIDE - BLUE HERON	\$ 3,289.00	dwtp
383581	1/17/2026	348255	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 366.43	dshop
383491	1/17/2026	348291	LAKESIDE INDUSTRIES, INC.	WATER MAINTENANCE: RESTOCK BINS	\$ 919.58	wdist
383670	1/18/2026	ReimbStorwick1/18/26	STORWICK, RICHARD	JANUARY ANTIQUE ENGINE STORAGE	\$ 190.00	medic
383645	1/19/2026	287334328849X0127202	AT&T MOBILITY, LLC	CITY CELL PHONES 12/20-1/19/26	\$ 4,792.63	finance
383644	1/19/2026	287334328875X0127202	AT&T MOBILITY, LLC	CITY CELL PHONES 12/20-1/19/26	\$ 7,523.07	finance
383810	1/20/2026	1-20-26	TONKA GROUND WORK	38TH STREET SEWER MAIN REPAIR	\$ 6,528.00	pw1
383657	1/20/2026	1100004608	EUROFINS ENVIRONMENT TESTING	EFFLUENT TOC AND METALS	\$ 312.00	dwwtp
383489	1/20/2026	1755	OSBORN CONSULTING, INC	17TH STREET DRAINAGE IMPROVEMENT PROJECT - DESIGN - THROUGH 12/31/25	\$ 4,276.56	pw1
383672	1/20/2026	2051346	LIFE ASSIST, INC	ZOLL ELECTRODES, SHARPS POCKET SHUTTLE,	\$ 2,100.76	medic
383589	1/20/2026	VR-2026-2-02	SKAGIT COUNTY AUDITOR	2ND HALF 2026 VOTER REGISTRATION	\$ 21,747.84	finance
383482	1/21/2026	1078303	BAYSHORE OFFICE PRODUCTS INC	EXECUTIVE OFFICE SUPPLIES	\$ 331.51	executive

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
383817	1/21/2026	134574REV	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES - TROUBLESHOOT PUMP MOTOR AT WTP	\$ 1,758.32	dwtp
383818	1/21/2026	134961REV	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES - TROUBLESHOOT BREAKER AT WTP	\$ 925.82	dwtp
383523	1/21/2026	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY - 12/9-1/8/2026	\$ 465.54	dwtp
383671	1/22/2026	0002594653	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 149.47	medic
383588	1/22/2026	0107487	FERGUSON ENTERPRISES, INC	MAINTENANCE SUPPLIES	\$ 680.26	dwwtp
383585	1/22/2026	114-14184787	UNITED SITE SERVICES, INC	WTP INTAKE PORTA POTTY RENTAL - 12/22/25 - 1/21/26	\$ 118.09	dwtp
383809	1/22/2026	16225	HUGHES FIRE EQUIPMENT, INC.	PARTS FOR VEHICLE #220	\$ 201.58	dshop
383806	1/22/2026	2025Q4-24	SKAGIT COUNTY INFORMATION	SPSS - SPILLMAN LAW 2025 4TH QTR	\$ 6,855.25	apd
383493	1/22/2026	25-119-WTR-0011	RAW LAND CONSTRUCTION LLC	RETAINAGE RELEASE	\$ 9,924.04	pw1
383496	1/22/2026	25-131-ERR-0011	N C POWER SYSTEMS CO	RETAINAGE RELEASE	\$ 790.58	pw1
383486	1/22/2026	25-156-WTR-0021	DAY WIRELESS SYSTEMS INC	RETAINAGE RELEASE	\$ 2,151.54	pw1
383488	1/22/2026	25-262-FAC-0011	BLYTHE MECHANICAL, INC	RETAINAGE RELEASE	\$ 152.38	pw1
383580	1/22/2026	392580	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 529.59	pwfac
383658	1/23/2026	1100004685	EUROFINS ENVIRONMENT TESTING	LAB TESTING - INDUSTRIAL SPLIT - BOD COB	\$ 131.00	dwwtp
383659	1/23/2026	1100004686	EUROFINS ENVIRONMENT TESTING	LAB TESTING - INDUSTRIAL SPLIT - BOD COB	\$ 131.00	dwwtp
383801	1/23/2026	1854	FIDALGO CLEANING	APD CLEANING & SUPPLIES 1/12-1/25/26	\$ 905.00	apd
383648	1/23/2026	26-00500	EXACT SCIENTIFIC SERVICES, INC	LAB TESTING - INDUSTRIAL SPLIT - BOD COB	\$ 192.00	dwwtp
383582	1/23/2026	348256	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 1,879.85	dshop
383587	1/23/2026	VB006	MAMEA, SHERRI	DROP-IN VOLLEYBALL GYM SUPERVISION	\$ 825.00	pkrec
383804	1/24/2026	00005W5A83046	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 1-24-26	\$ 28.96	apd
383652	1/26/2026	01002	CAMPBELL LAW FIRM	PUB DEF CONFLICT	\$ 190.00	pubdef
383653	1/26/2026	01059	CAMPBELL LAW FIRM	PUB DEF CONFLICT	\$ 130.00	pubdef
383654	1/26/2026	01089	CAMPBELL LAW FIRM	PUB DEF CONFLICT	\$ 1,080.00	pubdef
383656	1/26/2026	01093	CAMPBELL LAW FIRM	PUB DEF CONFLICT	\$ 150.00	pubdef
383651	1/26/2026	1100004477	EUROFINS ENVIRONMENT TESTING	LAB TESTING - WWTP - BOD COB	\$ 122.00	dwwtp
383660	1/26/2026	1100004691	EUROFINS ENVIRONMENT TESTING	LAB TESTING - INDUSTRIAL SPLIT - BOD COB	\$ 131.00	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
383666	1/26/2026	1500005657	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED 2026-01-19	\$ 22.00	dwwtp
383667	1/26/2026	1500005664	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR NORTH 2026-01-20	\$ 154.00	dwwtp
383647	1/26/2026	26-00534	EXACT SCIENTIFIC SERVICES, INC	LAB TESTING - INDUSTRIAL SPLIT - BOD COB	\$ 96.00	dwwtp
383758	1/26/2026	9784286388	GRAINGER	MAINTENANCE SUPPLIES - INCINERATOR	\$ 13.94	dwwtp
383673	1/26/2026	9784586530	GRAINGER	MAINTENANCE SUPPLIES - INCINERATOR	\$ 24.67	dwwtp
383662	1/26/2026	INV-007786	DEPARTMENT OF ECOLOGY	A AVE LANDFILL ECY-025577 CLEANUP SITE ID 1771	\$ 1,406.17	finance
383663	1/26/2026	XA116025391:01	RWC INTERNATIONAL	PART FOR VEHICLE #220	\$ 115.35	dshop
383821	1/27/2026	092412415	WASHINGTON STATE POWER LLC	RETURN OF BID DEPOSIT FOR UNIT-PRICED FIBER GENERAL CONTRACTOR #25-216-FBR-001	\$ 3,000.00	finance
383803	1/27/2026	14295	EVERGREEN SAFETY COUNCIL	FLAGGER RECERTIFICATION	\$ 2,084.92	dshop
383812	1/27/2026	1865193	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 166.00	dshop
383811	1/27/2026	508360513	MIDWEST TAPE, LLC.	DVDS FOR LIBRARY	\$ 61.23	publib
383813	1/27/2026	7458009738	CARDINAL HEALTH 110, INC.	PHARMA: ACETAMINOPHEN, NACL. MIDAZOLAM.	\$ 1,520.39	medic
383825	1/28/2026	SI535325	AMERICAN REGISTRY FOR	FIBER - ARIN ANNUAL MEMBERSHIP 2026 BALANCE DUE	\$ 780.00	fiber
	Total				\$ 196,856.43	



City Council Agenda Bill

February 2, 2026

Action Type: Motion

Item: 5.c.

Title: Special Event: Womens Wellness Run

Staff Contact(s): Stephanie Snyder

Approved for Submittal to Council by:

Stephanie Snyder

John Coleman

Summary: Athletic Event: A 5k run around Cap Sante Marina with an additional 1K for kids 13 and under. There will be no road closures for this event.

Budget Impact:

0

Previous Action: None. First Time Event.

Recommended Motion: Approve.

Alternative Actions: Disapprove or Modify

Attachments (listed in order presented):

1. CC Packet Womens Wellness Run



Special Event Application Processing

Administrator adds this event to the City Council agenda, creates the agenda bill, downloads the reviewed application and any attachments using the link in the email, and uploads those attachments in CivicClerk to go into the City Council packet.

View Anacortes Municipal Code Chapter 7.04, Special Events

Application

Application Date *

12/21/2025

Event Name *

Anacortes Women's Wellness Run

Event Type

- ☐ Street Fair / Festival
- ☒ Athletic Event
- ☐ Parade
- ☐ Rally / Demonstration
- ☐ Filming
- ☐ Other identified in AMC 7.04.010

Applicant/Organization Name *

The Holding Space Birth & Wellness Cooperative

Mailing Address *

902 7th St., Anacortes Wa, 98221

Event Contact Person *

Miranda Montellano

Event Contact Email *

theholdingspacebwc@gmail.com

Event Contact Phone *

(360)471-3223

Event Website

www.theholdingspacebwc.com

Estimated Number of Participants/Attendees ***Event Description ***

The Anacortes Women's Wellness Run is a new annual event honoring the strength, well-being and ethos of women. The race begins at waterfront Anacortes Seafarer's Park. The event includes a 1k for kids 13 and younger with start times by age. The main event is a 5k run/walk around the Cap Sante Marina. Anacortes invites all ages and genders to lace up, move and connect.

Will food vendors participate in this event? *

All Food Vendors must be inspected by the Fire Marshall on site prior to the start of the event.

☐ Yes ☒ No

Date Event Starts ***Time Event Starts *** ▼**Date Event Ends *****Time Event Ends *** ▼**Does the event require a street closure? ***

☐ Yes
☒ No

Parking Location

List any public parking areas that the event requests to use for dedicated event parking, including handicapped parking.

Seafarer's Park (Port has been contacted, approval pending), Cap Sante Marina, and surrounding street parking

Event Map (optional)

Upload one or more maps of the event

[Screenshot 2025-12-21 at 11.4...](#) 509.92KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[Indemnification Form v 3.19.20...](#) 162.34KB

Download the Indemnification Agreement [here](#).

Signage

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more than 72 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

The applicant is required to provide public liability insurance subject to the provisions of AMC 7.04.100 unless the applicant can demonstrate that the event meets an exemption in that section. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I state that I am over the age of 18, that I agree to assume responsibility for the above-described event and to abide by all conditions stipulated by the approval of the application. *

☒ Yes

Signature

Miranda Montellano

Admin Review

Council Meeting Date *

Target date for presentation to City Council; no later than 30 days prior to event

2/2/2026 

Staff Review Deadline *

Staff review/approval required no later than 7 days prior to City Council meeting to allow packet preparation

1/26/2026

Administrator comments and conditions of approval

Insurance Certificate

Upload

Insurance certificate may be required by staff or as a condition of Council approval

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Legal Department concerns, objections, or conditions of approval *

Please ensure they meet all insurance requirements and provide an approved traffic control plan.

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

regular police patrols

Police Department concerns, objections, or conditions of approval *

None

Public Works Department will provide the following services for this event:

Public Works Department concerns, objections, or conditions of approval *

None

Departmental attachments

Upload any staff memos, guidelines, or requirements that will be in effect for this event.

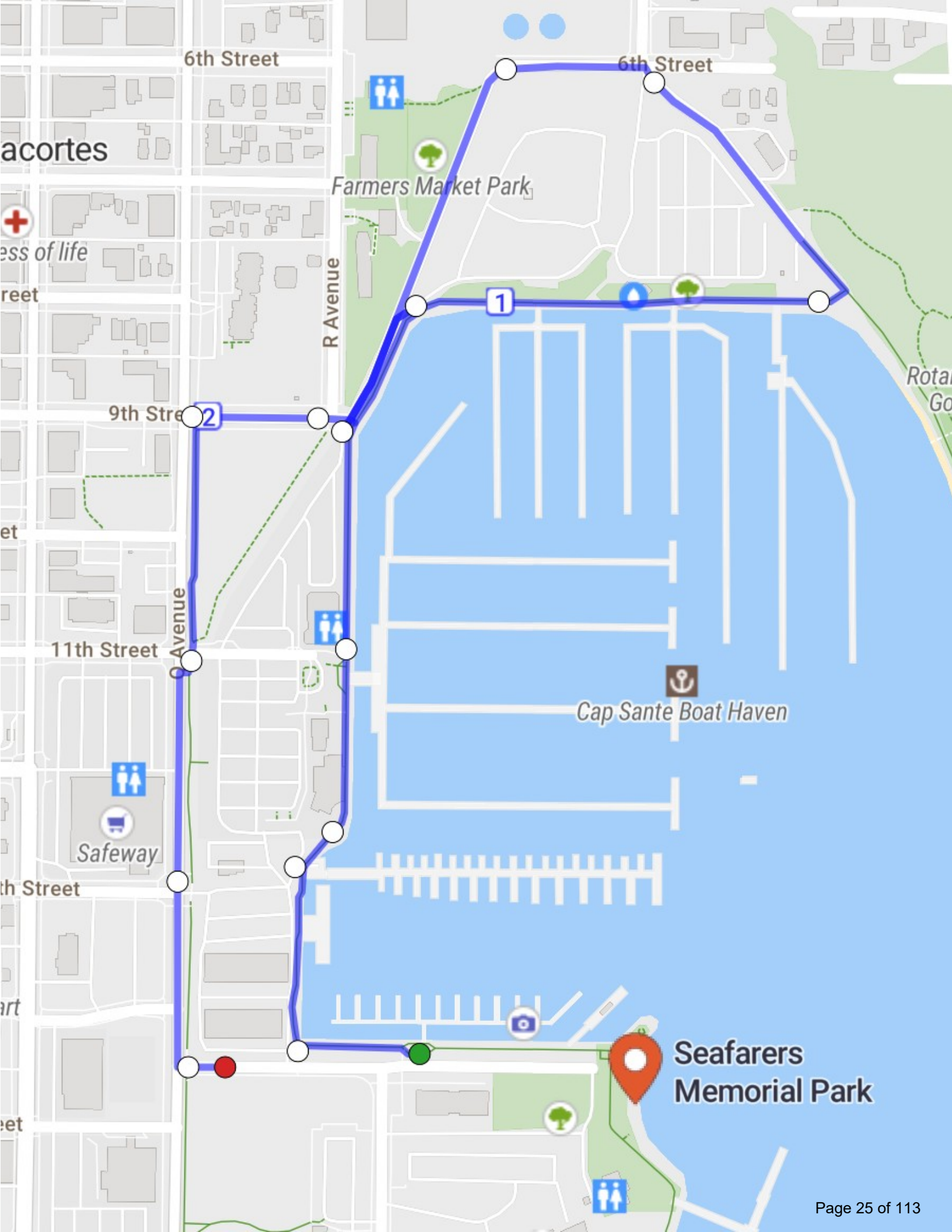
Upload

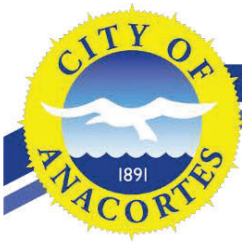
Comments

2000 characters left

Council Packet Complete

Cancel Application





SPECIAL EVENT INDEMNIFICATION AGREEMENT

The undersigned applicant, by signing below, certifies that the applicant is the authorized officer of the sponsoring organization and agrees as follows:

Pursuant to Anacortes Municipal Code Title 7.04.090, the undersigned applicant agrees to defend, indemnify and hold the City of Anacortes, its agents, employees and officers, harmless from any and all claims, injuries, suits, damages, losses, demands and judgments including the attorneys' fees and other costs of their defense, arising out of in whole or in part, the activities, omissions or appliances of the applicant, their employees, agents, volunteers or otherwise, except any claims arising from the sole negligence of the City. The applicant further agrees to comply with all provisions of pertinent laws, rules and regulations, and agrees that any failure to so comply may lead to revocation of an applicant's permit. This Indemnification Agreement constitutes substantial adequate consideration in return for the City's issuance of a special event permit.

Date: 11/14/2025

Miranda Montellano, ARNP

Name and Title – Printed

Signature

Name and Title – Printed

Signature



City Council Agenda Bill

February 2, 2026

Action Type: Motion

Item: 5.d.

Title: Special Event: Shipwreck Fest

Staff Contact(s): Stephanie Snyder

Approved for Submittal to Council by:

Stephanie Snyder

John Coleman

Summary: A large annual garage sale hosted by The Fidalgo Rotary Club, closing most of downtown Anacortes streets, festival style. Commercial Ave and many side streets will be closed to through traffic. This is one of the larger events hosted in Anacortes and has become an Anacortes annual tradition positively anticipated by many local residents.

Budget Impact:

\$3500 allocated from 2026 Lodging Tax dollars. Resolution 3191.

Previous Action: Approved in 2025

Recommended Motion: Approve

Alternative Actions: Disapprove or modify

Attachments (listed in order presented):

1. 2026 Shipwreck event application
2. 2026 Shipwreck Event Map



Special Event Application Processing

Administrator adds this event to the City Council agenda, creates the agenda bill, downloads the reviewed application and any attachments using the link in the email, and uploads those attachments in CivicClerk to go into the City Council packet.

View Anacortes Municipal Code Chapter 7.04, Special Events

Application

Application Date *

1/3/2026

Event Name *

SHIPWRECK

Event Type

- ☒ Street Fair / Festival
☐ Athletic Event
☐ Parade
☐ Rally / Demonstration
☐ Filming
☐ Other identified in AMC 7.04.010

Applicant/Organization Name *

FIDALGO ISLAND ROTARY

Mailing Address *

P O BOX 125

Event Contact Person *

VALERIE TIBBETTS

Event Contact Email *

VALTRAVELQ@HOTMAIL.COM

Event Contact Phone *

3607083702

Event Website

Estimated Number of Participants/Attendees ***Event Description *****Will food vendors participate in this event? ***

All Food Vendors must be inspected by the Fire Marshall on site prior to the start of the event.

☒ Yes ☐ No

Date Event Starts ***Time Event Starts *****Date Event Ends *****Time Event Ends *****Does the event require a street closure? ***

☒ Yes
☐ No

Date Street Closure Starts *

Include requested closures before and after the event hours if required for set up and tear down.

Time Street Closure Starts ***Date Street Closure Ends *****Time Street Closure Ends *****Event Location ***

List end points of each street that will be closed (e.g. 6th Street from O Ave to Q Ave). Also include location and dimensions of any structures that will be erected and locations of the event that will not be on city street right of way.

Parking Location

List any public parking areas that the event requests to use for dedicated event parking, including handicapped parking.

Event Map (optional)

Upload one or more maps of the event

Upload

[Shipwreck map 2026.png](#)

5.75MB

Indemnification Agreement*

Upload scan of SIGNED indemnification agreement

Upload

[SHIPWRECK 2026 INDEMNIFI...](#) 784.93KB

Download the Indemnification Agreement [here](#).

Signage

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more than 72 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

The applicant is required to provide public liability insurance subject to the provisions of AMC 7.04.100 unless the applicant can demonstrate that the event meets an exemption in that section. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I state that I am over the age of 18, that I agree to assume responsibility for the above-described event and to abide by all conditions stipulated by the approval of the application.*

☒ Yes

Signature

Valerie Tibbetts

Admin Review

Council Meeting Date*

Target date for presentation to City Council; no later than 30 days prior to event

2/2/2026 

Staff Review Deadline*

Staff review/approval required no later than 7 days prior to City Council meeting to allow packet preparation

1/26/2026

Administrator comments and conditions of approval

Access from Q on 5th to Post Office ingress delivery must remain open for incoming mail delivery trucks to back of Post Office. Must keep 6th street Post Office driveway open with access to Q Ave to deliver mail.

Insurance Certificate

Upload

Insurance certificate may be required by staff or as a condition of Council approval

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

map does not show that 5th is open to the PO access. Nor does it show the Fire Dept requested clear areas

Fire Department will provide the following services for this event:

N/A

Fire Department concerns, objections, or conditions of approval *

None

Legal Department concerns, objections, or conditions of approval *

Please ensure they meet insurance requirements and have an approved traffic control plan

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

regular police patrols

Police Department concerns, objections, or conditions of approval *

None

Public Works Department will provide the following services for this event:

Public Works Department concerns, objections, or conditions of approval *

None

Departmental attachments

Upload any staff memos, guidelines, or requirements that will be in effect for this event.

Upload

Comments

2000 characters left

Council Packet Complete

Cancel Application



City Council Agenda Bill

February 2, 2026

Action Type: Motion

Item: 6.a.

Title: Resolution 3201: Establishing the Lodging Tax Advisory Committee for 2026

Staff Contact(s): John Coleman, Stephanie Snyder

Approved for Submittal to Council by:

Stephanie Snyder
John Coleman
Steve Hogleund
Darcy Swetnam

Summary: Proposed Resolution 3201 will appoint the Lodging Tax Advisory Committee (LTAC) for 2026. Anacortes Municipal Code Chapter 2.48 (and the statute) requires the Council to reappoint membership each year; one member of LTAC must be an elected city official, three members must be representatives of businesses that are required to collect the lodging tax, and three members must be involved in activities that are authorized to be funded by the lodging tax.

Five current members of the Lodging Tax Advisory Committee have confirmed they wish to be reappointed to the committee, and one new member is recommended to replace a member who elected not to continue on the committee. The returning member(s) from businesses required to collect the tax are Travis Sherman (The Majestic Inn and Spa) and Jessica Ferguson (Nantucket Inn). The recommended new member in this category is Kathy Kelly (Marina Inn). The three returning members from groups authorized to receive funding are Sommer Carter (Anacortes Music Project), Kendra McConnell (Friends of the ACFL), and Kristy Southard (Port of Anacortes). The City Council appointed Councilmember Christine Cleland-McGrath chair of the committee for 2026-2027.

Budget Impact:

0

Previous Action: Committee updated annually.

Recommended Motion: Approve

Alternative Actions: Seek alternative candidates to volunteer to apply.

Attachments (listed in order presented):

1. Resolution No. 3201 LTAC Membership 2026

RESOLUTION 3201

A Resolution Establishing the Lodging Tax Advisory Committee Membership for 2026

WHEREAS, the Anacortes City Council adopted Ordinance 4019 April 4, 2022, setting requirements and rules for the Lodging Tax Advisory Committee (LTAC) consistent with 67.28.1816 and 67.28.1817 of the Revised Code of Washington; and

WHEREAS, the City Council has authority to appoint LTAC members for the remainder of the calendar year consistent with Ordinance 4019, Anacortes Municipal Code (AMC) 2.48.030 (A); and

WHEREAS, the City Council appointed Chair of the Committee for 2026 City Council member Christine Cleland-McGrath; and

NOW THEREFORE, BE IT RESOLVED BY THE ANACORTES CITY COUNCIL THAT THE FOLLOWING PERSONS ARE NAMED AS LODGING TAX ADVISORY COMMITTEE MEMBERS FOR THE YEAR 2026:

Representing Lodging Tax Revenue Generating Businesses:

1. Jessica Ferguson, Nantucket Inn
2. Kathleen Kelly, Marina Inn
3. Travis Sherman, Majestic Inn & Spa

Representing Organizations Potentially funded by Lodging Tax Revenue

1. Sommer Carter, Anacortes Music Project
2. Kendra McConnell, Friends of ACFL
3. Kristy Southard, Port of Anacortes

PASSED AND APPROVED by the City Council on this 2nd day of February 2026.

CITY OF ANACORTES

Ryan Walters, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, WSBA# 40530
City Attorney



City Council Agenda Bill

February 2, 2026

Action Type: Motion

Item: 6.b.

Title: Resolution 3202: Confirmation of Re-Appointments to the Library Board of Trustees

Staff Contact(s): Ryan Walters

Approved for Submittal to Council by:

Greg Francioch
Steve Hogleund
Darcy Swetnam
Ryan Walters

Summary: In accordance with [Anacortes Municipal Code Chapter 2.58.020](#), the mayor seeks to re-appoint, with council consent, Alethea Fleming and Courtney Orrock to a five-year term ending December 31, 2030.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Resolution No. 3202 - Library Board of Trustees Re-Appointments

RESOLUTION 3202

A Resolution Confirming Appointments to the Library Board of Trustees

WHEREAS the Anacortes City Council adopted Ordinance 2661 May 17, 2004, setting requirements, rules, and duties for the Library Board of Trustees consistent with 35A.12.090 of the Revised Code of Washington; and

WHEREAS the mayor has authority to appoint Library trustees with City Council consent to a five-year term consistent with AMC 2.58.020(A); and

WHEREAS the mayor has appointed the persons noted below subject to City Council confirmation;

NOW THEREFORE, BE IT RESOLVED BY THE ANACORTES CITY COUNCIL THAT:

The following persons are re-appointed to a five-year term on the library board of trustees ending December 31, 2030:

1. Alethea Fleming
2. Courtney Orrock

PASSED AND APPROVED by the City Council on this 2nd day of February 2026.

CITY OF ANACORTES

Ryan Walters, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, WSBA# 40530
City Attorney



City Council Agenda Bill

February 2, 2026

Action Type: Resolution

Item: 6.c.

Title: Resolution 3203: Planning Commission Appointments

Staff Contact(s): Ryan Walters

Approved for Submittal to Council by:

Greg Francioch
Steve Hoglund
Darcy Swetnam
Ryan Walters

Summary: In accordance with Ordinance 5015, the Planning Commission terms have been reduced from 6 to 4 years. This resolution is to reappoint the existing Planning Commission members to staggered terms as outlined in Ordinance 5015. Term length was chosen based on the preference of the individual member. All terms will commence on February 2, 2026. The mayor has appointed and seeks council consent for the following Planning Commissioner re-appointments: Michael Mills to a one-year term; William McCombs and Paul Ryan each to a two-year term; and Frank Jeretzky and Linda Martin each to a four-year term.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Resolution No. 3203 - Planning Commission Appointments

RESOLUTION 3203

A Resolution Appointing Members to the Planning Commission

WHEREAS, the Anacortes City Council adopted Ordinance 5015 January 20, 2026, updating Anacortes Municipal Code Chapter 2.42 Regarding Establishment of the Planning Commission to create the Commission consistent with chapter 35A.63 of the Revised Code of Washington; and

WHEREAS, the Mayor has authority to appoint members of the Planning Commission with City Council consent as follows: one for one year; two for two years; two for three years; and two for four years consistent with Ordinance 5015, Anacortes Municipal Code (AMC) 2.42.040 (B); and

WHEREAS the Mayor has appointed the persons noted below to the Planning Commission subject to City Council confirmation;

NOW THEREFORE, BE IT RESOLVED BY THE ANACORTES CITY COUNCIL THAT:

The following appointments to the Planning Commission for the referenced periods are confirmed:

<u>Position – Appointee</u>	<u>Term Start</u>	<u>Term End</u>
1 – Michael Mills	2/2/26	2/1/27
2 – William McCombs	2/2/26	2/1/28
3 – Paul Ryan	2/2/26	2/1/28
6 – Frank Jeretzky	2/2/26	2/1/30
7 – Linda Martin	2/2/26	2/1/30

PASSED AND APPROVED by the City Council on this 2nd day of February 2026.

CITY OF ANACORTES

Ryan Walters, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, WSBA# 40530
City Attorney



City Council Agenda Bill

February 2, 2026

Action Type: Contract Award

Item: 6.d.

Title: Contract Award: Portable 70kw Generator for WWTP & Sewer Lift Stations #26-048-ERR-001

Staff Contact(s): Logan Lee, WiL Ludemann

Approved for Submittal to Council by:

Tiffany Matson

Logan Lee

Summary: City staff seeks City Council consent to award a contract in the amount of \$95,007.42 to Cummins, Inc. for the purchase of a portable generator for the WWTP and sewer lift stations. The contract piggybacks on Sourcewell contract #[092222-CMM](#).

Background:

1. History: This is a routine lifecycle replacement of a mobile generator that serves the WWTP and its various Sewer lift stations around the City. The current unit is 27 years old and will be surplus and will be sold with proceeds going back into the replacement fund. The new unit will be entered into the replacement fund on a 20 year lifecycle as recommended by the manufacturer and industry norms. The City will not be paying for the unit until it is delivered in approximately 5 months.
2. Key Terms:
 - Total contract price of \$95,007.42 which includes \$7,684.42 in sales tax.
 - Lead time: Submittals: Typical submittal lead time is 2-4 weeks after receipt of purchase order. Equipment: Current lead-time is 15-16 weeks on the gen Cabinet after submittal approval and release for production.
3. Competitive Bidding: The City has a cooperative purchasing agreement with Sourcewell and is procuring this purchase through contract 092222-CMM.

Budget Impact:

Vendor	Cummins, Inc.
Contract Amount	\$95,007.42
Earmarked Funds	\$100,000.00
Funding Source	Replacement fund balance
BARS #	501.790.594.48.60
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 26-048-ERR-001 with Cummins, Inc. in the amount of \$95,007.42 for the purchase of a portable 70kw generator for the WWTP and sewer lift stations.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 26-048-ERR-001



City of Anacortes
Legal Department
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

Date: 2/2/2026

PURCHASE ORDER #26-048-ERR-001
ERR7937 - PORTABLE 70KW GENERATOR FOR WWTP & SEWER LIFT STATIONS

VENDOR: CUMMINS INC.

Will Jameson
1030 SW 34th Street
Renton, WA 98057
(971) 291-2228
William.jameson@cummins.com

CONTACT: WiL Ludemann

Public Works Department
Operations Manager
(360) 293-1921
ludemannw@cityofanacortes.org

ITEM	DESCRIPTION	U/M	QTY	UNIT PRICE	TOTAL
1	New/Unused C70D2RE, Diesel Genset, 50/60Hz, 70kW, as specified in Exhibit A to be delivered FOB Destination Freight Prepaid to Public Works Operations Department, 2201A 37th St, Anacortes, WA 98221	EA	1	\$87,323.00	\$87,323.00
				SUBTOTAL	\$87,323.00
				SALES TAX 8.80%	\$7,684.42
				TOTAL	\$95,007.42

This order is subject to:

1. Exhibit A: Specifications
2. Exhibit B: Special Provisions
3. Exhibit C: Sourcwell Contract #092222-CMM

Exhibits A through C are hereby incorporated by reference and made a part hereof.

LEAD TIME:

Submittals: Typical submittal lead time is 2-4 weeks after receipt of purchase order.

Equipment: Current lead-time is 15-16 weeks on the gen Cabinet after submittal approval and release for production.

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

CITY OF ANACORTES

CUMMINS INC.

Title

Title

Date

Date

Purchase Order #26-048-ERR-001
Exhibit A – Specifications

Item	Description	Qty
1	Sourcewell Pricing per Contract # 092222-CMM	1
2	C70D2RE, Diesel Genset, 50/60Hz, 70kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application C70D2RE, Diesel Genset, 50/60 Hz, 70kW, Standby-Rental Duty Rating - Prime Power (PRP) Emissions - Compliance EPA Tier 4 Final Certified Voltage 208 - 480 Variable Alternator - 60Hz, 208/416 - 240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Pintle Hitch - 3 inch UN31A Certified Fuel Tank Generator Set Control - PowerCommand 3.3, Paralleling with MLD Distribution Panel - Rental Barrel Lug Connection Coolant Heater,Cold Ambient Packaging - Cummins Power Generation Genset Warranty - Industrial Mobile Base, Prime 3 Years/3000 hours Battery Charger - Rental Cam Lock Distribution Panel - U.S. Rental Auxiliary DEF Connections	1
3	Factory direct delivery, off-loading by others. No additional storage, handling or rerouting included.	1
4	Startup and System Testing, 2hr Load Bank Test, Building Transfer, Install Batteries, Training During Startup Visit	1

QUOTE TOTAL (without sales tax): \$87,323.00



**PURCHASE ORDER #26-048-ERR-001
SPECIAL PROVISIONS
EXHIBIT B**

1. **Sourcewell Contract #092222-CMM**. The work on this project shall be accomplished in accordance with the Sourcewell contract #092222-CMM between Sourcewell and Cummins Inc. All terms and conditions in contract #092222-CMM that apply to Sourcewell shall apply to the City of Anacortes.

2. **Order of Precedence**. In the event of a conflict between the terms and conditions of contract #092222-CMM and these Special Provisions, the order of precedence shall be (a) Special Provisions identified as Exhibit B to Purchase Order #26-048-ERR-001, (b) contract #092222-CMM between Sourcewell and Cummins Inc.

3. **Delivery**. Advance coordination of the work shall be made with the Project Manager WiL Ludemann, (360) 299-1515.

4. **Vendor Bears Risk**. The risk of loss or damage shall be borne by Vendor at all times until the Acceptance of the Goods or Services by City. Delivery of items specified by the Project Manager as the designated delivery point must be as Freight-On-Board (FOB) Destination, Freight Prepaid.

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

6. **Invoicing**. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, PO Number and Price, or Amended Price. Vendor shall allow 30 days for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. Vendors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Vendor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Vendor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the **Disputes** clause contained herein.

7. **Withholding Payment**. In the event the City determines that the Vendor has failed to perform any obligation under this PO within the times set forth in this PO, then the City may withhold from amounts otherwise due and payable to Vendor the amount determined by the City as necessary to cure the default, until the City Attorney determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Vendor to terminate or damages, provided that the City promptly gives notice in writing to the Vendor 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 Vendor 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 Vendor acts within the times and in strict accord with the provisions of the Disputes clause of this PO. 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 PO, 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 Vendor, (3) to set off any amount so paid or incurred from amounts due to become due the Vendor. In the event the Vendor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Vendor by reason of good faith withholding by the City under this clause.

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

9. **Inspection**.
A. **Of the Work**

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the PO shall at all times have access to the work wherever it is in progress or being performed, and the Vendor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Vendor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the PO. 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 Vendor may appeal to the City Attorney whose decision shall be final. The PO shall be carried out under the general control of the representative of the City administering the PO, 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 Vendor shall comply with any and all orders and instructions given by the representative of the particular Department administering the PO in accordance with the terms of the PO. Nothing herein contained, however, shall be taken to relieve the Vendor of their obligations or responsibilities under the PO.

10. **Defense and Indemnity Agreement.** The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all third-party claims, injuries, damages, losses or suits including attorney fees, arising from the alleged negligence or willful misconduct of Vendor and result in damage to tangible property or persons, including bodily injury, disease, or death, except for injuries and damages caused by the sole negligence of the City.

11. Insurance Requirements

A. Insurance Term: The Vendor 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 products and materials supplied to the City.

B. No Limitation: The Vendor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Vendor 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 Vendor shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes shall be named as an additional insured** under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

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

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

E. Other Insurance Provision: The Vendor's Commercial General Liability insurance policy or 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 Vendor's insurance and shall not contribute with it.

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

G. Verification of Coverage: The Vendor 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 Vendor before goods, materials or supplies will be accepted by the City.

H. Notice of Cancellation: The Vendor 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 Vendor 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 Vendor 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 Vendor from the City.

J. City Full Availability of Vendor Limits: If the Vendor 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 Vendor, irrespective of whether such limits maintained by the Vendor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Vendor.

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

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

14. **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 PO or out of the use of any material furnished or work or services performed hereunder, Vendor 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.

15. **The City's Right to Terminate PO.**

A. **Termination for Default:** If the Vendor defaults by failing to perform any of the obligations of the PO 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 Vendor in the U.S. mail, postage prepaid, terminate the PO, and at the City's option, obtain performance of the work elsewhere. If the PO is terminated for default, the Vendor shall not be entitled to receive any further payments under the PO until the Scope of Services under this PO 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 Vendor. The Vendor 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 Vendor 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 PO 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 PO is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual work performed at unit PO prices for completed items of work through the date of termination. An equitable adjustment in the PO 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 PO by the City at any time during the term, whether for default or convenience, shall not constitute a breach of PO by the City.

16. **Changes/Additional Work.** The City may engage Vendor to perform services in addition to those listed in this PO, and Vendor 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 PO. 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 Vendor to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this PO is approved in writing by both parties.

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

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

19. **Disputes**

A. **General:** Differences between the Vendor and the City, arising under and by virtue of this PO 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 PO.

B. **Notice of Potential Claims:** The Vendor 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 Vendor 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 Vendor 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. Vendor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

B. **Detailed Claim:** The Vendor 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 Vendor 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 Vendor arising out of this PO, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Vendor to have oversight over the administration of this PO. 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.

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

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

22. **Compliance with Laws.** The Vendor in the performance of this PO 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 PO to assure quality of services.

23. **Severability.** If any term or condition of this PO 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 PO are declared severable.

24. **Survival of PO Termination.** The provisions of the following paragraphs and the liability of the Vendor for default during the term of the PO shall survive, notwithstanding the termination or invalidity of this PO for any reason: The City's Right to Terminate PO; Governing Law; Disputes; Defense & Indemnity.

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

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

VENDOR:
Cummins Inc.
Will Jameson
1030 SW 34th Street
Renton, Washington 98057
William.jameson@cummins.com

26. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DOWNTIME, LOSS OF DATA, DAMAGE TO GOODWILL, LOST PROFITS, REVENUES, OR SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. With respect to any causes of action and/or claims raised against the Vendor by the City that are not covered by the insurance policies required hereunder, except any claims for indemnification under Section 10 above, Vendor's liability to the City shall not exceed an aggregate amount of two million (\$2,000,000.00). The limitations set forth in this Section 26 shall not apply to any claims for indemnification under Section 10 above.

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

February 2, 2026

Action Type: Contract Award

Item: 6.e.

Title: Contract Award: Portable 100kw Generator for WWTP & Sewer Lift Stations #26-050-ERR-001

Staff Contact(s): Logan Lee, Wil Ludemann

Approved for Submittal to Council by:

Tiffany Matson

Logan Lee

Summary: City staff seeks City Council consent to award a contract in the amount of \$106,790.46 to Cummins, Inc. for the purchase of a portable generator for the WWTP and sewer lift stations. The contract piggybacks on Sourcewell contract #[092222-CMM](#).

Background:

1. History: This is a routine lifecycle replacement of a mobile generator that serves the WWTP and its various Sewer lift stations around the City. The current unit is 27 years old and will be surplus and will be sold with proceeds going back into the replacement fund. The new unit will be entered into the replacement fund on a 20 year lifecycle as recommended by the manufacturer and industry norms. The City will not be paying for the unit until it is delivered in approximately 5 months.
2. Key Terms:
 - Total contract price of \$106,790.46 which includes \$8,637.46 in sales tax.
 - Lead time: Submittals: Typical submittal lead time is 2-4 weeks after receipt of purchase order. Equipment: Current lead-time is 15-16 weeks on the gen Cabinet after submittal approval and release for production.
3. Competitive Bidding: The City has a cooperative purchasing agreement with Sourcewell and is procuring this purchase through contract 092222-CMM.

Budget Impact:

Vendor	Cummins, Inc.
Contract Amount	\$106,790.46
Earmarked Funds	\$150,000.00
Funding Source	Replacement fund balance
BARS #	501.790.594.48.60
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 26-050-ERR-001 with Cummins, Inc. in the amount of \$106,790.46 for the purchase of a portable 100kw generator for the WWTP and sewer lift stations.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 26-050-ERR-001



City of Anacortes
Legal Department
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

Date: 2/2/2026

PURCHASE ORDER #26-050-ERR-001
ERR7938 - PORTABLE 100KW GENERATOR FOR WWTP & SEWER LIFT STATIONS

VENDOR: CUMMINS INC.

Will Jameson
1030 SW 34th Street
Renton, WA 98057
(971) 291-2228
William.jameson@cummins.com

CONTACT: WiL Ludemann

Public Works Department
Operations Manager
(360) 293-1921
ludemannw@cityofanacortes.org

ITEM	DESCRIPTION	U/M	QTY	UNIT PRICE	TOTAL
1	New/Unused C100D2RE, Diesel Genset, 50/60Hz, 100kW, as specified in Exhibit A to be delivered FOB Destination Freight Prepaid to Public Works Operations Department, 2201A 37th St, Anacortes, WA 98221	EA	1	\$98,153.00	\$98,153.00
				SUBTOTAL	\$98,153.00
				SALES TAX 8.80%	\$8,637.46
				TOTAL	\$106,790.46

This order is subject to:

1. Exhibit A: Specifications
2. Exhibit B: Special Provisions
3. Exhibit C: Sourcwell Contract #092222-CMM

Exhibits A through C are hereby incorporated by reference and made a part hereof.

LEAD TIME:

Submittals: Typical submittal lead time is 2-4 weeks after receipt of purchase order.

Equipment: Current lead-time is 15-16 weeks on the gen Cabinet after submittal approval and release for production.

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

CITY OF ANACORTES

CUMMINS INC.

Title

Title

Date

Date

Purchase Order #26-050-ERR-001
Exhibit A – Specifications

Item	Description	Qty
1	Sourcewell Pricing per Contract # 092222-CMM	1
2	C100D2RE, Diesel Genset, 50/60Hz, 100kW, Standby-Rental C100D2RE, Diesel Genset, 50/60 Hz, 100kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application Duty Rating - Prime Power (PRP) Emissions - Compliance EPA Tier 4 Final Certified Voltage 208 - 480 Variable Alternator - 60Hz, 208/416 - 240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Pintle Hitch - 3 inch UN31A Certified Fuel Tank Generator Set Control - PowerCommand 3.3, Paralleling with MLD Distribution Panel - Rental Barrel Lug Connection Coolant Heater,Cold Ambient Packaging - Cummins Power Generation Genset Warranty - Industrial Mobile Base, Prime 3 Years/3000 hours Battery Charger - Rental Cam Lock Distribution Panel - U.S. Rental Auxiliary DEF Connections	1
3	Factory direct delivery, off-loading by others. No additional storage, handling or rerouting included.	1
4	Startup and System Testing, 2hr Load Bank Test, Building Transfer, Install Batteries, Training During Startup Visit	1

QUOTE TOTAL (without sales tax): \$98,153.00



**PURCHASE ORDER #26-050-ERR-001
SPECIAL PROVISIONS
EXHIBIT B**

1. **Sourcewell Contract #092222-CMM.** The work on this project shall be accomplished in accordance with the Sourcewell contract #092222-CMM between Sourcewell and Cummins Inc. All terms and conditions in contract #092222-CMM that apply to Sourcewell shall apply to the City of Anacortes.

2. **Order of Precedence.** In the event of a conflict between the terms and conditions of contract #092222-CMM and these Special Provisions, the order of precedence shall be (a) Special Provisions identified as Exhibit B to Purchase Order #26-050-ERR-001, (b) contract #092222-CMM between Sourcewell and Cummins Inc.

3. **Delivery.** Advance coordination of the work shall be made with the Project Manager WiL Ludemann, (360) 299-1515.

4. **Vendor Bears Risk.** The risk of loss or damage shall be borne by Vendor at all times until the Acceptance of the Goods or Services by City. Delivery of items specified by the Project Manager as the designated delivery point must be as Freight-On-Board (FOB) Destination, Freight Prepaid.

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

6. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, PO Number and Price, or Amended Price. Vendor shall allow 30 days for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. Vendors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Vendor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Vendor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

7. **Withholding Payment.** In the event the City determines that the Vendor has failed to perform any obligation under this PO within the times set forth in this PO, then the City may withhold from amounts otherwise due and payable to Vendor the amount determined by the City as necessary to cure the default, until the City Attorney determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Vendor to terminate or damages, provided that the City promptly gives notice in writing to the Vendor 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 Vendor 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 Vendor acts within the times and in strict accord with the provisions of the Disputes clause of this PO. 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 PO, 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 Vendor, (3) to set off any amount so paid or incurred from amounts due to become due the Vendor. In the event the Vendor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Vendor by reason of good faith withholding by the City under this clause.

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

9. **Inspection.**
A. Of the Work

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the PO shall at all times have access to the work wherever it is in progress or being performed, and the Vendor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Vendor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the PO. 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 Vendor may appeal to the City Attorney whose decision shall be final. The PO shall be carried out under the general control of the representative of the City administering the PO, 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 Vendor shall comply with any and all orders and instructions given by the representative of the particular Department administering the PO in accordance with the terms of the PO. Nothing herein contained, however, shall be taken to relieve the Vendor of their obligations or responsibilities under the PO.

10. **Defense and Indemnity Agreement.** The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all third-party claims, injuries, damages, losses or suits including attorney fees, arising from the alleged negligence or willful misconduct of Vendor and result in damage to tangible property or persons, including bodily injury, disease, or death, except for injuries and damages caused by the sole negligence of the City.

11. Insurance Requirements

A. Insurance Term: The Vendor 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 products and materials supplied to the City.

B. No Limitation: The Vendor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Vendor 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 Vendor shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes shall be named as an additional insured** under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

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

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

E. Other Insurance Provision: The Vendor's Commercial General Liability insurance policy or 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 Vendor's insurance and shall not contribute with it.

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

G. Verification of Coverage: The Vendor 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 Vendor before goods, materials or supplies will be accepted by the City.

H. Notice of Cancellation: The Vendor 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 Vendor 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 Vendor 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 Vendor from the City.

J. City Full Availability of Vendor Limits: If the Vendor 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 Vendor, irrespective of whether such limits maintained by the Vendor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Vendor.

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

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

14. **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 PO or out of the use of any material furnished or work or services performed hereunder, Vendor 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.

15. **The City's Right to Terminate PO.**

A. **Termination for Default:** If the Vendor defaults by failing to perform any of the obligations of the PO 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 Vendor in the U.S. mail, postage prepaid, terminate the PO, and at the City's option, obtain performance of the work elsewhere. If the PO is terminated for default, the Vendor shall not be entitled to receive any further payments under the PO until the Scope of Services under this PO 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 Vendor. The Vendor 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 Vendor 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 PO 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 PO is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual work performed at unit PO prices for completed items of work through the date of termination. An equitable adjustment in the PO 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 PO by the City at any time during the term, whether for default or convenience, shall not constitute a breach of PO by the City.

16. **Changes/Additional Work.** The City may engage Vendor to perform services in addition to those listed in this PO, and Vendor 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 PO. 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 Vendor to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this PO is approved in writing by both parties.

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

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

19. **Disputes**

A. **General:** Differences between the Vendor and the City, arising under and by virtue of this PO 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 PO.

B. **Notice of Potential Claims:** The Vendor 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 Vendor 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 Vendor 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. Vendor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

B. **Detailed Claim:** The Vendor 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 Vendor 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 Vendor arising out of this PO, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Vendor to have oversight over the administration of this PO. 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.

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

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

22. **Compliance with Laws.** The Vendor in the performance of this PO 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 PO to assure quality of services.

23. **Severability.** If any term or condition of this PO 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 PO are declared severable.

24. **Survival of PO Termination.** The provisions of the following paragraphs and the liability of the Vendor for default during the term of the PO shall survive, notwithstanding the termination or invalidity of this PO for any reason: The City's Right to Terminate PO; Governing Law; Disputes; Defense & Indemnity.

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

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

VENDOR:
Cummins Inc.
Will Jameson
1030 SW 34th Street
Renton, Washington 98057
William.jameson@cummins.com

26. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DOWNTIME, LOSS OF DATA, DAMAGE TO GOODWILL, LOST PROFITS, REVENUES, OR SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. With respect to any causes of action and/or claims raised against the Vendor by the City that are not covered by the insurance policies required hereunder, except any claims for indemnification under Section 10 above, Vendor's liability to the City shall not exceed an aggregate amount of two million (\$2,000,000.00). The limitations set forth in this Section 26 shall not apply to any claims for indemnification under Section 10 above.

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

February 2, 2026

Action Type: Contract Award

Item: 6.f.

Title: Contract Award: Depot Market Plaza Expansion Project #24-228-PRK-003

Staff Contact(s): Jonn Lunsford

Approved for Submittal to Council by:

Tiffany Matson

Jonn Lunsford

Summary: City staff seeks City Council consent to award a contract for the construction of the Depot Market Plaza Expansion Project #24-228-PRK-003. This project includes all materials, equipment, labor, and related items necessary to install approximately 750 square yards of cement concrete surface (Schedule A) or interlocking concrete pavers (Schedule B). Only one schedule of work will be awarded. Additional work includes excavating, grading, and compacting the site, water service extension, electrical service extension, storm drainage improvements, HMA driveway/patching, and other work.

The solicitation included two options for Council to consider:

- Schedule A: install approximately 750 square yards of cement concrete surface and the low bidder was Fisher Construction Group, Inc. for a potential contract award of \$250,890.32.
- Schedule B: install interlocking concrete pavers and the low bidder was Earthwork Solutions, LLC for a potential contract award of \$310,814.10.

Background:

1. **History:** The City of Anacortes was awarded a \$250,000 grant from Skagit County to build an extension to the existing depot plaza. This extension will be approximately 10,000 sf and will be built on the east side of the WT Preston to expand the Farmers Market and other community economic events and enhance the Port of Anacortes' north basin redesign.

2. Key Terms:

- Contract for Schedule A would be a fixed price of \$250,890.32, or the contract for Schedule B would be a fixed price of \$310,814.10.
- Work shall start the working day following the date of the Notice to Proceed and achieve Physical Completion within 60 calendar days.

3. Competitive Bidding: On December 31, 2025 the City [solicited bids](#) for the subject project and on January 22, 2026 a bid opening was conducted and 21 bids were received. The Engineer's Estimate was \$278,000 for Schedule A, and \$396,000 for Schedule B. Bid results are provided as an attachment hereto.

Budget Impact:

CONTRACT FOR SCHEDULE A	
Contractor	Fisher Construction Group, Inc.
Contract Amount	\$250,890.32
Earmarked Funds	\$300,000.00
Funding Source	REET: \$50,000, Grant: \$250,000
BARS #	108.410.594.76.60
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	60 working days

OR

CONTRACT FOR SCHEDULE B	
Contractor	Earthwork Solutions, LLC
Contract Amount	\$310,814.10
Earmarked Funds	\$300,000.00
Funding Source	REET: \$50,000, Grant: \$250,000
BARS #	108.410.594.76.60
Budget Amendment Required?	No
Start Date	Notice to Proceed

End Date	60 working days
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Previous Action: Interlocal Agreement [24-228-PRK-001](#) with Skagit County to receive \$250,000 in funding for the project was approved at the [8/19/24](#) Council meeting. [Amendment 1](#) to Interlocal Agreement 24-228-PRK-001 was approved at the [8/25/25](#) Council meeting. Contract [24-228-PRK-002](#) with Gray & Osborne, Inc. for the design of the project was awarded at the [10/21/24](#) Council meeting.

Recommended Motion: Option 1: I move that City Council authorize the Mayor to sign contract 24-228-PRK-003 with Fisher Construction Group, Inc. in the amount of \$250,890.32. to perform Schedule A of the Depot Market Plaza Expansion Project.

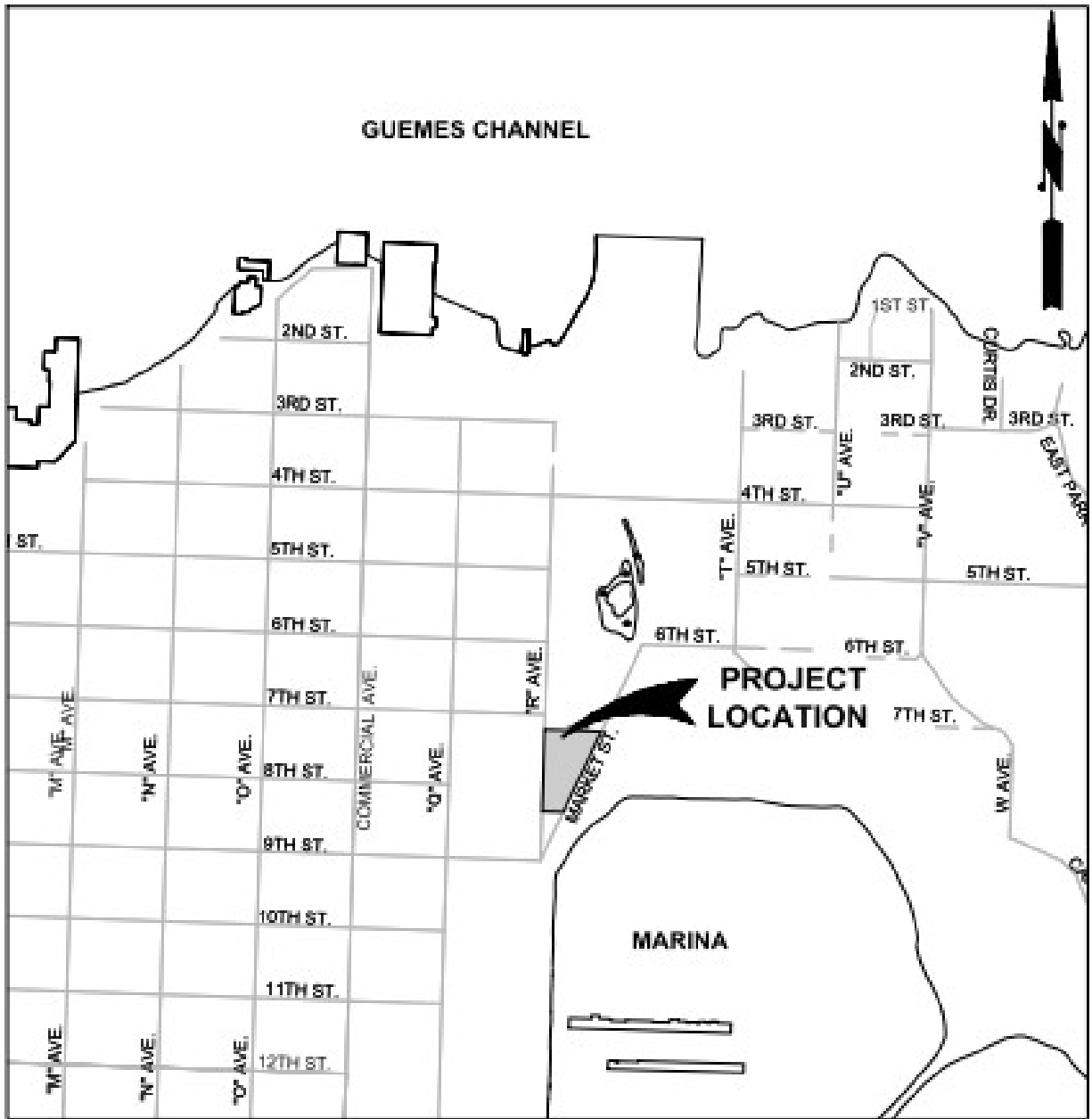
Or

Option 2: I move that City Council authorize the Mayor to sign contract 24-228-PRK-003 with Earthwork Solutions, LLC in the amount of \$310,814.10. to perform Schedule B of the Depot Market Plaza Expansion Project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Map
2. 24-228-PRK-003 - Bid Tabulation for Schedule A
3. 24-228-PRK-003 - Bid Tabulation for Schedule B
4. 24-228-PRK-003 - Schedule A - Fisher Construction
5. 24-228-PRK-003 - Schedule B - Earthwork Solutions
6. Item 6f Depot Plaza Expansion





CITY OF ANACORTES
WASHINGTON

BID TABULATION - BID DATE 1/22/2026
DEPOT MARKET PLAZA EXPANSION PROJECT
#24-228-PRK-003

SCHEDULE A: CONCRETE PLAZA				Benham Construction Co LLC		Chad Fisher Construction		E+E Contracting		Earthwork Solutions, LLC		East Slope Earthworks, LLC	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MINOR CHANGE 1-04.4(1)	1	CALC	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	SURVEY 1-05.4	1	LS	\$13,000.00	\$13,000.00	\$10,450.00	\$10,450.00	\$6,000.00	\$6,000.00	\$10,054.80	\$10,054.80	\$11,295.00	\$11,295.00
3	MOBILIZATION 1-09.7	1	LS	\$30,000.00	\$30,000.00	\$28,325.00	\$28,325.00	\$5,000.00	\$5,000.00	\$23,845.65	\$23,845.65	\$42,125.00	\$42,125.00
4	CLEARING AND GRUBBING 2-01.5	1	LS	\$7,500.00	\$7,500.00	\$3,602.50	\$3,602.50	\$3,000.00	\$3,000.00	\$4,784.40	\$4,784.40	\$4,180.00	\$4,180.00
5	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5	1	LS	\$3,000.00	\$3,000.00	\$1,677.50	\$1,677.50	\$3,000.00	\$3,000.00	\$4,086.98	\$4,086.98	\$3,140.00	\$3,140.00
6	EXCAVATION, EMBANKMENT AND GRADING, INCL. HAUL 2-03.5	1	LS	\$7,500.00	\$7,500.00	\$12,677.50	\$12,677.50	\$4,000.00	\$4,000.00	\$16,347.92	\$16,347.92	\$30,150.00	\$30,150.00
7	UNSUITABLE FOUNDATION EXCAVATION, INCL. HAUL 2-03.5	10	CY	\$100.00	\$1,000.00	\$112.75	\$1,127.50	\$100.00	\$1,000.00	\$75.98	\$759.80	\$115.75	\$1,157.50
8	CRUSHED SURFACING TOP COURSE 4-04.5	280	TN	\$60.00	\$16,800.00	\$67.83	\$18,992.40	\$33.00	\$9,240.00	\$45.26	\$12,672.80	\$79.00	\$22,120.00
9	HMA CL. 1/2" PG 58H-22 5-04.5	50	TN	\$300.00	\$15,000.00	\$292.60	\$14,630.00	\$290.00	\$14,500.00	\$253.80	\$12,690.00	\$275.00	\$13,750.00
10	CPEP STORM SEWER PIPE, 12 IN. DIAM. (INCL. BEDDING) 7-04.5	70	LF	\$100.00	\$7,000.00	\$74.58	\$5,220.60	\$75.00	\$5,250.00	\$63.17	\$4,421.90	\$47.50	\$3,325.00
11	DI STORM SEWER PIPE, 8 IN. DIAM. (INCL. BEDDING) 7-04.5	30	LF	\$150.00	\$4,500.00	\$126.68	\$3,800.40	\$145.00	\$4,350.00	\$118.80	\$3,564.00	\$86.00	\$2,580.00
12	CATCH BASIN, TYPE 1 7-05.5	3	EA	\$3,000.00	\$9,000.00	\$2,354.00	\$7,062.00	\$1,650.00	\$4,950.00	\$2,059.29	\$6,177.87	\$1,820.00	\$5,460.00
13	TRENCH EXCAVATION SAFETY SYSTEM 7-08.5	1	LS	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$3,000.00	\$3,000.00	\$540.00	\$540.00	\$1.00	\$1.00
14	WATER SERVICE EXTENSION 7-15.5	1	LS	\$15,000.00	\$15,000.00	\$8,654.80	\$8,654.80	\$5,000.00	\$5,000.00	\$8,838.05	\$8,838.05	\$11,490.00	\$11,490.00
15	EROSION CONTROL AND WATER POLLUTION PREVENTION 8-01.5	1	LS	\$10,000.00	\$10,000.00	\$1,709.40	\$1,709.40	\$3,000.00	\$3,000.00	\$5,412.01	\$5,412.01	\$7,270.00	\$7,270.00
16	SEEDING, FERTILIZING AND MULCHING 8-02.5	590	SY	\$10.00	\$5,900.00	\$6.48	\$3,823.20	\$8.00	\$4,720.00	\$2.43	\$1,433.70	\$2.20	\$1,298.00
17	TOPSOIL, TYPE A 8-02.5	130	CY	\$75.00	\$9,750.00	\$84.62	\$11,000.60	\$45.00	\$5,850.00	\$92.88	\$12,074.40	\$58.00	\$7,540.00
18	CEMENT CONCRETE TRAFFIC CURB 8-04.5	15	LF	\$130.00	\$1,950.00	\$148.50	\$2,227.50	\$60.00	\$900.00	\$129.60	\$1,944.00	\$115.00	\$1,725.00
19	24-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$10,000.00	\$10,000.00	\$7,535.00	\$7,535.00	\$5,000.00	\$5,000.00	\$9,545.23	\$9,545.23	\$8,115.00	\$8,115.00
20	26-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$10,000.00	\$10,000.00	\$7,645.00	\$7,645.00	\$6,000.00	\$6,000.00	\$9,905.85	\$9,905.85	\$8,220.00	\$8,220.00
21	STEEL BOLLARD, TYPE 1 8-12.5	4	EA	\$1,000.00	\$4,000.00	\$1,168.75	\$4,675.00	\$1,500.00	\$6,000.00	\$1,300.62	\$5,202.48	\$1,614.00	\$6,456.00
22	CEMENT CONCRETE SIDEWALK, 6 IN. THICK 8-14.5	410	SY	\$100.00	\$41,000.00	\$89.34	\$36,629.40	\$155.00	\$63,550.00	\$81.54	\$33,431.40	\$134.50	\$55,145.00
23	TEXTURED AND PIGMENTED CEMENT CONCRETE SIDEWALK, 6 IN. THICK 8-14.5	340	SY	\$180.00	\$61,200.00	\$173.25	\$58,905.00	\$180.00	\$61,200.00	\$162.00	\$55,080.00	\$200.00	\$68,000.00
24	ELECTRICAL SERVICE EXTENSION 8-20.5	1	LS	\$10,000.00	\$10,000.00	\$10,499.50	\$10,499.50	\$15,000.00	\$15,000.00	\$7,443.49	\$7,443.49	\$8,048.00	\$8,048.00
Schedule A Subtotal:					\$299,100.00		\$265,969.80		\$244,510.00		\$255,256.73		\$327,590.50
Sales Tax at 8.8% tax rate:					\$26,320.80		\$23,405.34		\$21,516.88		\$22,462.59		\$28,827.96
SCHEDULE A TOTAL BID:					\$325,420.80		\$289,375.14		\$266,026.88		\$277,719.32		\$356,418.46

indicates City's adjustment to bid price based on submitted unit prices



CITY OF ANACORTES
WASHINGTON

BID TABULATION - BID DATE 1/22/2026
DEPOT MARKET PLAZA EXPANSION PROJECT
#24-228-PRK-003

SCHEDULE A: CONCRETE PLAZA				Fisher Construction Group, Inc.		Genetic Electric LLC		Henifin Construction		Highline Construction		Judha of Lion Landscaping and Services LLC	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MINOR CHANGE 1-04.4(1)	1	CALC	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	SURVEY 1-05.4	1	LS	\$9,637.29	\$9,637.29	\$10,000.00	\$10,000.00	\$12,325.50	\$12,325.50	\$10,700.00	\$10,700.00	\$15,000.00	\$15,000.00
3	MOBILIZATION 1-09.7	1	LS	\$14,056.94	\$14,056.94	\$10,000.00	\$10,000.00	\$31,852.33	\$31,852.33	\$19,950.00	\$19,950.00	\$15,000.00	\$15,000.00
4	CLEARING AND GRUBBING 2-01.5	1	LS	\$5,894.35	\$5,894.35	\$5,000.00	\$5,000.00	\$1.00	\$1.00	\$3,400.00	\$3,400.00	\$20,000.00	\$20,000.00
5	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5	1	LS	\$913.83	\$913.83	\$5,000.00	\$5,000.00	\$7,201.21	\$7,201.21	\$3,200.00	\$3,200.00	\$19,000.00	\$19,000.00
6	EXCAVATION, EMBANKMENT AND GRADING, INCL. HAUL 2-03.5	1	LS	\$5,787.84	\$5,787.84	\$6,000.00	\$6,000.00	\$23,816.00	\$23,816.00	\$17,300.00	\$17,300.00	\$30,000.00	\$30,000.00
7	UNSUITABLE FOUNDATION EXCAVATION, INCL. HAUL 2-03.5	10	CY	\$62.76	\$627.60	\$60.00	\$600.00	\$72.00	\$720.00	\$40.00	\$400.00	\$200.00	\$2,000.00
8	CRUSHED SURFACING TOP COURSE 4-04.5	280	TN	\$61.63	\$17,256.40	\$50.00	\$14,000.00	\$63.00	\$17,640.00	\$79.00	\$22,120.00	\$80.00	\$22,400.00
9	HMA CL. 1/2" PG 58H-22 5-04.5	50	TN	\$250.51	\$12,525.50	\$250.00	\$12,500.00	\$195.00	\$9,750.00	\$364.00	\$18,200.00	\$500.00	\$25,000.00
10	CPEP STORM SEWER PIPE, 12 IN. DIAM. (INCL. BEDDING) 7-04.5	70	LF	\$106.05	\$7,423.50	\$40.00	\$2,800.00	\$59.00	\$4,130.00	\$95.00	\$6,650.00	\$170.00	\$11,900.00
11	DI STORM SEWER PIPE, 8 IN. DIAM. (INCL. BEDDING) 7-04.5	30	LF	\$130.35	\$3,910.50	\$60.00	\$1,800.00	\$116.00	\$3,480.00	\$235.00	\$7,050.00	\$150.00	\$4,500.00
12	CATCH BASIN, TYPE 1 7-05.5	3	EA	\$1,727.43	\$5,182.29	\$2,000.00	\$6,000.00	\$1,753.00	\$5,259.00	\$1,630.00	\$4,890.00	\$1,500.00	\$4,500.00
13	TRENCH EXCAVATION SAFETY SYSTEM 7-08.5	1	LS	\$284.46	\$284.46	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$0.00	\$0.00	\$13,000.00	\$13,000.00
14	WATER SERVICE EXTENSION 7-15.5	1	LS	\$9,538.91	\$9,538.91	\$5,000.00	\$5,000.00	\$12,541.93	\$12,541.93	\$13,450.00	\$13,450.00	\$17,000.00	\$17,000.00
15	EROSION CONTROL AND WATER POLLUTION PREVENTION 8-01.5	1	LS	\$5,168.91	\$5,168.91	\$4,000.00	\$4,000.00	\$5,739.67	\$5,739.67	\$9,100.00	\$9,100.00	\$12,000.00	\$12,000.00
16	SEEDING, FERTILIZING AND MULCHING 8-02.5	590	SY	\$11.39	\$6,720.10	\$15.00	\$8,850.00	\$12.20	\$7,198.00	\$5.50	\$3,245.00	\$30.00	\$17,700.00
17	TOPSOIL, TYPE A 8-02.5	130	CY	\$68.91	\$8,958.30	\$80.00	\$10,400.00	\$81.00	\$10,530.00	\$69.00	\$8,970.00	\$85.00	\$11,050.00
18	CEMENT CONCRETE TRAFFIC CURB 8-04.5	15	LF	\$120.05	\$1,800.75	\$60.00	\$900.00	\$130.00	\$1,950.00	\$60.00	\$900.00	\$60.00	\$900.00
19	24-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$6,555.43	\$6,555.43	\$10,000.00	\$10,000.00	\$7,975.73	\$7,975.73	\$7,150.00	\$7,150.00	\$12,000.00	\$12,000.00
20	26-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$6,658.93	\$6,658.93	\$12,000.00	\$12,000.00	\$8,085.73	\$8,085.73	\$7,250.00	\$7,250.00	\$14,000.00	\$14,000.00
21	STEEL BOLLARD, TYPE 1 8-12.5	4	EA	\$1,371.90	\$5,487.60	\$1,500.00	\$6,000.00	\$1,458.00	\$5,832.00	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00
22	CEMENT CONCRETE SIDEWALK, 6 IN. THICK 8-14.5	410	SY	\$78.15	\$32,041.50	\$150.00	\$61,500.00	\$83.20	\$34,112.00	\$113.50	\$46,535.00	\$135.00	\$55,350.00
23	TEXTURED AND PIGMENTED CEMENT CONCRETE SIDEWALK, 6 IN. THICK 8-14.5	340	SY	\$157.71	\$53,621.40	\$165.00	\$56,100.00	\$165.00	\$56,100.00	\$217.00	\$73,780.00	\$200.00	\$68,000.00
24	ELECTRICAL SERVICE EXTENSION 8-20.5	1	LS	\$5,545.39	\$5,545.39	\$9,000.00	\$9,000.00	\$8,821.60	\$8,821.60	\$7,165.00	\$7,165.00	\$15,000.00	\$15,000.00
Schedule A Subtotal:					\$230,597.72		\$263,450.00		\$280,062.70		\$300,405.00		\$416,300.00
Sales Tax at 8.8% tax rate:					\$20,292.60		\$23,183.60		\$24,645.52		\$26,435.64		\$36,634.40
SCHEDULE A TOTAL BID:					\$250,890.32		\$286,633.60		\$304,708.22		\$326,840.64		\$452,934.40

indicates City's adjustment to bid price based on submitted unit prices



CITY OF ANACORTES

WASHINGTON

BID TABULATION - BID DATE 1/22/2026
DEPOT MARKET PLAZA EXPANSION PROJECT
#24-228-PRK-003

SCHEDULE A: CONCRETE PLAZA				Konnerup Construction, Inc.		Larry Brown Construction, Inc.		Lazer Construction LLC		Miles Resources, LLC		PNW Civil Inc	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MINOR CHANGE 1-04.4(1)	1	CALC	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	SURVEY 1-05.4	1	LS	\$10,000.00	\$10,000.00	\$9,775.00	\$9,775.00	\$17,000.00	\$17,000.00	\$12,550.00	\$12,550.00	\$10,000.00	\$10,000.00
3	MOBILIZATION 1-09.7	1	LS	\$25,000.00	\$25,000.00	\$18,000.00	\$18,000.00	\$35,030.00	\$35,030.00	\$28,000.00	\$28,000.00	\$26,000.00	\$26,000.00
4	CLEARING AND GRUBBING 2-01.5	1	LS	\$10,000.00	\$10,000.00	\$590.00	\$590.00	\$11,037.50	\$11,037.50	\$20,055.00	\$20,055.00	\$3,000.00	\$3,000.00
5	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5	1	LS	\$2,000.00	\$2,000.00	\$1,075.00	\$1,075.00	\$13,750.00	\$13,750.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
6	EXCAVATION, EMBANKMENT AND GRADING, INCL. HAUL 2-03.5	1	LS	\$10,000.00	\$10,000.00	\$22,840.00	\$22,840.00	\$39,650.00	\$39,650.00	\$8,000.00	\$8,000.00	\$24,400.00	\$24,400.00
7	UNSUITABLE FOUNDATION EXCAVATION, INCL. HAUL 2-03.5	10	CY	\$50.00	\$500.00	\$39.40	\$394.00	\$75.00	\$750.00	\$84.00	\$840.00	\$65.00	\$650.00
8	CRUSHED SURFACING TOP COURSE 4-04.5	280	TN	\$56.00	\$15,680.00	\$51.75	\$14,490.00	\$43.07	\$12,059.60	\$69.25	\$19,390.00	\$69.00	\$19,320.00
9	HMA CL. 1/2" PG 58H-22 5-04.5	50	TN	\$278.00	\$13,900.00	\$250.00	\$12,500.00	\$215.00	\$10,750.00	\$189.00	\$9,450.00	\$277.00	\$13,850.00
10	CPEP STORM SEWER PIPE, 12 IN. DIAM. (INCL. BEDDING) 7-04.5	70	LF	\$80.00	\$5,600.00	\$45.50	\$3,185.00	\$71.07	\$4,974.90	\$95.25	\$6,667.50	\$56.00	\$3,920.00
11	DI STORM SEWER PIPE, 8 IN. DIAM. (INCL. BEDDING) 7-04.5	30	LF	\$80.00	\$2,400.00	\$73.00	\$2,190.00	\$87.92	\$2,637.60	\$157.00	\$4,710.00	\$70.00	\$2,100.00
12	CATCH BASIN, TYPE 1 7-05.5	3	EA	\$1,800.00	\$5,400.00	\$1,360.00	\$4,080.00	\$3,045.83	\$9,137.49	\$2,500.00	\$7,500.00	\$1,900.00	\$5,700.00
13	TRENCH EXCAVATION SAFETY SYSTEM 7-08.5	1	LS	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$10.00	\$10.00	\$1.00	\$1.00	\$500.00	\$500.00
14	WATER SERVICE EXTENSION 7-15.5	1	LS	\$6,000.00	\$6,000.00	\$11,520.00	\$11,520.00	\$10,862.55	\$10,862.55	\$15,000.00	\$15,000.00	\$13,000.00	\$13,000.00
15	EROSION CONTROL AND WATER POLLUTION PREVENTION 8-01.5	1	LS	\$2,000.00	\$2,000.00	\$4,110.00	\$4,110.00	\$5,250.00	\$5,250.00	\$6,011.00	\$6,011.00	\$3,000.00	\$3,000.00
16	SEEDING, FERTILIZING AND MULCHING 8-02.5	590	SY	\$15.00	\$8,850.00	\$11.50	\$6,785.00	\$4.15	\$2,448.50	\$3.30	\$1,947.00	\$4.00	\$2,360.00
17	TOPSOIL, TYPE A 8-02.5	130	CY	\$80.00	\$10,400.00	\$77.00	\$10,010.00	\$95.00	\$12,350.00	\$94.00	\$12,220.00	\$78.00	\$10,140.00
18	CEMENT CONCRETE TRAFFIC CURB 8-04.5	15	LF	\$115.00	\$1,725.00	\$119.30	\$1,789.50	\$60.00	\$900.00	\$74.50	\$1,117.50	\$60.00	\$900.00
19	24-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$7,000.00	\$7,000.00	\$9,335.00	\$9,335.00	\$7,650.00	\$7,650.00	\$11,400.00	\$11,400.00	\$9,800.00	\$9,800.00
20	26-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$7,000.00	\$7,000.00	\$9,445.00	\$9,445.00	\$7,750.00	\$7,750.00	\$11,600.00	\$11,600.00	\$9,900.00	\$9,900.00
21	STEEL BOLLARD, TYPE 1 8-12.5	4	EA	\$1,000.00	\$4,000.00	\$2,075.00	\$8,300.00	\$1,362.50	\$5,450.00	\$1,800.00	\$7,200.00	\$1,400.00	\$5,600.00
22	CEMENT CONCRETE SIDEWALK, 6 IN. THICK 8-14.5	410	SY	\$87.00	\$35,670.00	\$88.15	\$36,141.50	\$81.30	\$33,333.00	\$82.50	\$33,825.00	\$95.00	\$38,950.00
23	TEXTURED AND PIGMENTED CEMENT CONCRETE SIDEWALK, 6 IN. THICK 8-14.5	340	SY	\$172.50	\$58,650.00	\$166.40	\$56,576.00	\$156.00	\$53,040.00	\$163.50	\$55,590.00	\$186.00	\$63,240.00
24	ELECTRICAL SERVICE EXTENSION 8-20.5	1	LS	\$6,000.00	\$6,000.00	\$6,265.00	\$6,265.00	\$4,500.00	\$4,500.00	\$13,170.00	\$13,170.00	\$8,000.00	\$8,000.00
Schedule A Subtotal:					\$253,775.00		\$254,397.00		\$305,321.14		\$293,744.00		\$281,330.00
Sales Tax at 8.8% tax rate:					\$22,332.20		\$22,386.94		\$26,868.26		\$25,849.47		\$24,757.04
SCHEDULE A TOTAL BID:					\$276,107.20		\$276,783.94		\$332,189.40		\$319,593.47		\$306,087.04

indicates City's adjustment to bid price based on submitted unit prices

BID TABULATION - BID DATE 1/22/2026

DEPOT MARKET PLAZA EXPANSION PROJECT

#24-228-PRK-003

SCHEDULE A: CONCRETE PLAZA				Raw Land Construction LLC		SEI dba Neptune General Contractors		Strider Construction Co. Inc.		SummitX Contractors Inc.		Tiger Construction LTD		Valdez Construction, Inc.	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MINOR CHANGE 1-04.4(1)	1	CALC	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	SURVEY 1-05.4	1	LS	\$10,250.00	\$10,250.00	\$7,475.00	\$7,475.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$10,900.00	\$10,900.00	\$9,972.87	\$9,972.87
3	MOBILIZATION 1-09.7	1	LS	\$18,000.00	\$18,000.00	\$25,950.00	\$25,950.00	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$23,420.92	\$23,420.92
4	CLEARING AND GRUBBING 2-01.5	1	LS	\$1,500.00	\$1,500.00	\$9,112.00	\$9,112.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$7,013.27	\$7,013.27
5	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5	1	LS	\$1,500.00	\$1,500.00	\$5,475.00	\$5,475.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$5,384.30	\$5,384.30
6	EXCAVATION, EMBANKMENT AND GRADING, INCL. HAUL 2-03.5	1	LS	\$15,000.00	\$15,000.00	\$5,962.00	\$5,962.00	\$18,000.00	\$18,000.00	\$33,750.00	\$33,750.00	\$14,000.00	\$14,000.00	\$31,496.23	\$31,496.23
7	UNSUITABLE FOUNDATION EXCAVATION, INCL. HAUL 2-03.5	10	CY	\$25.00	\$250.00	\$66.50	\$665.00	\$65.00	\$650.00	\$50.00	\$500.00	\$59.00	\$590.00	\$125.95	\$1,259.50
8	CRUSHED SURFACING TOP COURSE 4-04.5	280	TN	\$47.00	\$13,160.00	\$48.75	\$13,650.00	\$60.00	\$16,800.00	\$35.00	\$9,800.00	\$67.00	\$18,760.00	\$61.59	\$17,245.20
9	HMA CL. 1/2" PG 58H-22 5-04.5	50	TN	\$270.00	\$13,500.00	\$460.00	\$23,000.00	\$245.00	\$12,250.00	\$290.00	\$14,500.00	\$270.00	\$13,500.00	\$325.92	\$16,296.00
10	CPEP STORM SEWER PIPE, 12 IN. DIAM. (INCL. BEDDING) 7-04.5	70	LF	\$61.00	\$4,270.00	\$115.00	\$8,050.00	\$100.00	\$7,000.00	\$80.00	\$5,600.00	\$54.00	\$3,780.00	\$87.15	\$6,100.50
11	DI STORM SEWER PIPE, 8 IN. DIAM. (INCL. BEDDING) 7-04.5	30	LF	\$78.00	\$2,340.00	\$150.00	\$4,500.00	\$125.00	\$3,750.00	\$90.00	\$2,700.00	\$85.00	\$2,550.00	\$125.37	\$3,761.10
12	CATCH BASIN, TYPE 1 7-05.5	3	EA	\$1,900.00	\$5,700.00	\$2,450.00	\$7,350.00	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00	\$1,700.00	\$5,100.00	\$3,102.69	\$9,308.07
13	TRENCH EXCAVATION SAFETY SYSTEM 7-08.5	1	LS	\$1.00	\$1.00	\$0.00	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1.00	\$1.00	\$535.60	\$535.60
14	WATER SERVICE EXTENSION 7-15.5	1	LS	\$10,350.00	\$10,350.00	\$9,808.00	\$9,808.00	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$17,170.75	\$17,170.75
15	EROSION CONTROL AND WATER POLLUTION PREVENTION 8-01.5	1	LS	\$4,000.00	\$4,000.00	\$6,150.00	\$6,150.00	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00	\$10,000.00	\$10,000.00	\$5,752.69	\$5,752.69
16	SEEDING, FERTILIZING AND MULCHING 8-02.5	590	SY	\$5.50	\$3,245.00	\$13.85	\$8,171.50	\$5.00	\$2,950.00	\$55.00	\$32,450.00	\$6.00	\$3,540.00	\$10.08	\$5,947.20
17	TOPSOIL, TYPE A 8-02.5	130	CY	\$52.00	\$6,760.00	\$165.00	\$21,450.00	\$90.00	\$11,700.00	\$55.00	\$7,150.00	\$81.00	\$10,530.00	\$80.21	\$10,427.30
18	CEMENT CONCRETE TRAFFIC CURB 8-04.5	15	LF	\$140.00	\$2,100.00	\$270.00	\$4,050.00	\$80.00	\$1,200.00	\$80.00	\$1,200.00	\$76.00	\$1,140.00	\$86.13	\$1,291.95
19	24-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$12,000.00	\$12,000.00	\$9,448.00	\$9,448.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$14,286.03	\$14,286.03
20	26-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$12,500.00	\$12,500.00	\$9,948.00	\$9,948.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$12,000.00	\$12,000.00	\$14,642.74	\$14,642.74
21	STEEL BOLLARD, TYPE 1 8-12.5	4	EA	\$1,300.00	\$5,200.00	\$1,200.00	\$4,800.00	\$1,500.00	\$6,000.00	\$2,000.00	\$8,000.00	\$1,700.00	\$6,800.00	\$1,081.92	\$4,327.68
22	CEMENT CONCRETE SIDEWALK, 6 IN. THICK 8-14.5	410	SY	\$90.00	\$36,900.00	\$96.00	\$39,360.00	\$105.00	\$43,050.00	\$90.00	\$36,900.00	\$95.00	\$38,950.00	\$97.44	\$39,950.40
23	TEXTURED AND PIGMENTED CEMENT CONCRETE SIDEWALK, 6 IN. THICK 8-14.5	340	SY	\$175.00	\$59,500.00	\$148.00	\$50,320.00	\$185.00	\$62,900.00	\$165.00	\$56,100.00	\$180.00	\$61,200.00	\$172.65	\$58,701.00
24	ELECTRICAL SERVICE EXTENSION 8-20.5	1	LS	\$11,000.00	\$11,000.00	\$11,360.00	\$11,360.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$7,800.00	\$7,800.00	\$10,377.16	\$10,377.16
Schedule A Subtotal:					\$254,026.00		\$291,054.50		\$309,750.00		\$306,450.00		\$286,641.00		\$319,668.46
Sales Tax at 8.8% tax rate:					\$22,354.29		\$25,612.80		\$27,258.00		\$26,967.60		\$25,224.41		\$28,130.82
SCHEDULE A TOTAL BID:					\$276,380.29		\$316,667.30		\$337,008.00		\$333,417.60		\$311,865.41		\$347,799.28

indicates City's adjustment to bid price based on submitted unit prices



CITY OF ANACORTES
WASHINGTON

BID TABULATION - BID DATE 1/22/2026
DEPOT MARKET PLAZA EXPANSION PROJECT
#24-228-PRK-003

SCHEDULE B: INTERLOCKING CONCRETE PAVER PLAZA				Benham Construction Co LLC		Chad Fisher Construction		E+E Contracting		Earthwork Solutions, LLC		East Slope Earthworks, LLC		Fisher Construction Group, Inc.	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101	MINOR CHANGE 1-04.4(1)	1	CALC	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
102	SURVEY 1-05.4	1	LS	\$13,000.00	\$13,000.00	\$10,450.00	\$10,450.00	\$6,000.00	\$6,000.00	\$10,054.80	\$10,054.80	\$11,295.00	\$11,295.00	\$9,637.29	\$9,637.29
103	MOBILIZATION 1-09.7	1	LS	\$40,000.00	\$40,000.00	\$32,646.90	\$32,646.90	\$5,000.00	\$5,000.00	\$26,083.59	\$26,083.59	\$42,125.00	\$42,125.00	\$17,666.28	\$17,666.28
104	CLEARING AND GRUBBING 2-01.5	1	LS	\$7,500.00	\$7,500.00	\$3,602.50	\$3,602.50	\$3,000.00	\$3,000.00	\$4,784.40	\$4,784.40	\$4,180.00	\$4,180.00	\$5,894.35	\$5,894.35
105	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5	1	LS	\$3,000.00	\$3,000.00	\$1,677.50	\$1,677.50	\$3,000.00	\$3,000.00	\$4,086.98	\$4,086.98	\$3,140.00	\$3,140.00	\$439.74	\$439.74
106	EXCAVATION, EMBANKMENT AND GRADING, INCL. HAUL 2-03.5	1	LS	\$7,500.00	\$7,500.00	\$16,610.00	\$16,610.00	\$4,000.00	\$4,000.00	\$7,560.00	\$7,560.00	\$30,150.00	\$30,150.00	\$5,257.32	\$5,257.32
107	UNSUITABLE FOUNDATION EXCAVATION, INCL. HAUL 2-03.5	10	CY	\$100.00	\$1,000.00	\$112.75	\$1,127.50	\$100.00	\$1,000.00	\$75.98	\$759.80	\$115.75	\$1,157.50	\$62.76	\$627.60
108	CRUSHED SURFACING TOP COURSE 4-04.5	160	TN	\$60.00	\$9,600.00	\$64.49	\$10,318.40	\$33.00	\$5,280.00	\$79.21	\$12,673.60	\$79.00	\$12,640.00	\$66.12	\$10,579.20
109	CHOKER GRAVEL COURSE 4-04.5	160	TN	\$70.00	\$11,200.00	\$72.84	\$11,654.40	\$33.00	\$5,280.00	\$74.85	\$11,976.00	\$107.20	\$17,152.00	\$54.10	\$8,656.00
110	STORAGE BED COURSE 4-04.5	320	TN	\$60.00	\$19,200.00	\$54.55	\$17,456.00	\$33.00	\$10,560.00	\$75.39	\$24,124.80	\$87.50	\$28,000.00	\$47.88	\$15,321.60
111	HMA CL. 1/2" PG 58H-22 5-04.5	50	TN	\$300.00	\$15,000.00	\$292.60	\$14,630.00	\$290.00	\$14,500.00	\$253.80	\$12,690.00	\$275.00	\$13,750.00	\$250.51	\$12,525.50
112	INTERLOCKING CONC. PAVERS 5-06.5	6700	SF	\$28.00	\$187,600.00	\$21.97	\$147,199.00	\$35.00	\$234,500.00	\$9.12	\$61,104.00	\$48.50	\$324,950.00	\$23.19	\$155,373.00
113	CPEP STORM SEWER PIPE, 12 IN. DIAM. (INCL. BEDDING) 7-04.5	70	LF	\$100.00	\$7,000.00	\$74.58	\$5,220.60	\$75.00	\$5,250.00	\$63.17	\$4,421.90	\$47.50	\$3,325.00	\$106.05	\$7,423.50
114	DI STORM SEWER PIPE, 8 IN. DIAM. (INCL. BEDDING) 7-04.5	30	LF	\$150.00	\$4,500.00	\$126.68	\$3,800.40	\$145.00	\$4,350.00	\$118.80	\$3,564.00	\$86.00	\$2,580.00	\$130.35	\$3,910.50
115	CATCH BASIN, TYPE 1 7-05.5	3	EA	\$3,000.00	\$9,000.00	\$2,354.00	\$7,062.00	\$1,650.00	\$4,950.00	\$1,889.88	\$5,669.64	\$1,820.00	\$5,460.00	\$1,727.43	\$5,182.29
116	TRENCH EXCAVATION SAFETY SYSTEM 7-08.5	1	LS	\$1,000.00	\$1,000.00	\$110.00	\$110.00	\$3,000.00	\$3,000.00	\$540.00	\$540.00	\$1.00	\$1.00	\$284.46	\$284.46
117	WATER SERVICE EXTENSION 7-15.5	1	LS	\$15,000.00	\$15,000.00	\$8,654.80	\$8,654.80	\$5,000.00	\$5,000.00	\$8,838.05	\$8,838.05	\$11,490.00	\$11,490.00	\$9,538.91	\$9,538.91
118	EROSION CONTROL AND WATER POLLUTION PREVENTION 8-01.5	1	LS	\$10,000.00	\$10,000.00	\$1,709.40	\$1,709.40	\$3,000.00	\$3,000.00	\$5,412.01	\$5,412.01	\$7,270.00	\$7,270.00	\$5,168.91	\$5,168.91
119	SEEDING, FERTILIZING AND MULCHING 8-02.5	590	SY	\$10.00	\$5,900.00	\$6.48	\$3,823.20	\$8.00	\$4,720.00	\$2.43	\$1,433.70	\$2.20	\$1,298.00	\$11.39	\$6,720.10
120	TOPSOIL, TYPE A 8-02.5	130	CY	\$75.00	\$9,750.00	\$84.62	\$11,000.60	\$45.00	\$5,850.00	\$92.88	\$12,074.40	\$58.00	\$7,540.00	\$68.91	\$8,958.30
121	CEMENT CONCRETE TRAFFIC CURB 8-04.5	15	LF	\$130.00	\$1,950.00	\$104.50	\$1,567.50	\$60.00	\$900.00	\$129.60	\$1,944.00	\$115.00	\$1,725.00	\$78.65	\$1,179.75
122	CEMENT CONCRETE EDGE CURB 8-04.5	410	LF	\$80.00	\$32,800.00	\$62.81	\$25,752.10	\$87.00	\$35,670.00	\$70.20	\$28,782.00	\$51.60	\$21,156.00	\$42.44	\$17,400.40
123	24-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$10,000.00	\$10,000.00	\$7,535.00	\$7,535.00	\$5,000.00	\$5,000.00	\$9,545.23	\$9,545.23	\$8,115.00	\$8,115.00	\$6,555.43	\$6,555.43
124	26-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$10,000.00	\$10,000.00	\$7,645.00	\$7,645.00	\$6,000.00	\$6,000.00	\$9,905.85	\$9,905.85	\$8,220.00	\$8,220.00	\$6,658.93	\$6,658.93
125	STEEL BOLLARD, TYPE 1 8-12.5	4	EA	\$1,000.00	\$4,000.00	\$1,168.75	\$4,675.00	\$1,500.00	\$6,000.00	\$1,300.62	\$5,202.48	\$1,614.00	\$6,456.00	\$1,371.90	\$5,487.60
126	ELECTRICAL SERVICE EXTENSION 8-20.5	1	LS	\$10,000.00	\$10,000.00	\$10,499.50	\$10,499.50	\$15,000.00	\$15,000.00	\$7,443.49	\$7,443.49	\$8,048.00	\$8,048.00	\$5,545.39	\$5,545.39
Schedule B Subtotal:					\$450,500.00		\$371,427.30		\$401,810.00		\$285,674.72		\$586,223.50		\$336,992.35
Sales Tax at 8.8% tax rate:					\$39,644.00		\$32,685.60		\$35,359.28		\$25,139.38		\$51,587.67		\$29,655.33
SCHEDULE B TOTAL BID:					\$490,144.00		\$404,112.90		\$437,169.28		\$310,814.10		\$637,811.17		\$366,647.68

indicates City's adjustment to bid price based on submitted unit prices



CITY OF ANACORTES
WASHINGTON

BID TABULATION - BID DATE 1/22/2026
DEPOT MARKET PLAZA EXPANSION PROJECT
#24-228-PRK-003

SCHEDULE B: INTERLOCKING CONCRETE PAVER PLAZA				Genetic Electric LLC		Henifin Construction		Highline Construction		Judha of Lion Landscaping and Services LLC		Konnerup Construction, Inc.	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101	MINOR CHANGE 1-04.4(1)	1	CALC	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
102	SURVEY 1-05.4	1	LS	\$10,000.00	\$10,000.00	\$12,325.50	\$12,325.50	\$10,700.00	\$10,700.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
103	MOBILIZATION 1-09.7	1	LS	\$10,000.00	\$10,000.00	\$37,060.33	\$37,060.33	\$19,950.00	\$19,950.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00
104	CLEARING AND GRUBBING 2-01.5	1	LS	\$5,000.00	\$5,000.00	\$1.00	\$1.00	\$3,400.00	\$3,400.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
105	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5	1	LS	\$4,000.00	\$4,000.00	\$7,201.21	\$7,201.21	\$3,200.00	\$3,200.00	\$19,000.00	\$19,000.00	\$2,000.00	\$2,000.00
106	EXCAVATION, EMBANKMENT AND GRADING, INCL. HAUL 2-03.5	1	LS	\$4,000.00	\$4,000.00	\$29,583.12	\$29,583.12	\$22,900.00	\$22,900.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00
107	UNSUITABLE FOUNDATION EXCAVATION, INCL. HAUL 2-03.5	10	CY	\$60.00	\$600.00	\$72.00	\$720.00	\$40.00	\$400.00	\$200.00	\$2,000.00	\$50.00	\$500.00
108	CRUSHED SURFACING TOP COURSE 4-04.5	160	TN	\$50.00	\$8,000.00	\$63.00	\$10,080.00	\$99.00	\$15,840.00	\$90.00	\$14,400.00	\$56.00	\$8,960.00
109	CHOKER GRAVEL COURSE 4-04.5	160	TN	\$40.00	\$6,400.00	\$63.00	\$10,080.00	\$109.00	\$17,440.00	\$90.00	\$14,400.00	\$56.00	\$8,960.00
110	STORAGE BED COURSE 4-04.5	320	TN	\$35.00	\$11,200.00	\$50.00	\$16,000.00	\$110.00	\$35,200.00	\$80.00	\$25,600.00	\$56.00	\$17,920.00
111	HMA CL. 1/2" PG 58H-22 5-04.5	50	TN	\$260.00	\$13,000.00	\$195.00	\$9,750.00	\$364.00	\$18,200.00	\$500.00	\$25,000.00	\$278.00	\$13,900.00
112	INTERLOCKING CONC. PAVERS 5-06.5	6700	SF	\$20.00	\$134,000.00	\$24.21	\$162,207.00	\$13.05	\$87,435.00	\$19.00	\$127,300.00	\$26.00	\$174,200.00
113	CPEP STORM SEWER PIPE, 12 IN. DIAM. (INCL. BEDDING) 7-04.5	70	LF	\$40.00	\$2,800.00	\$59.00	\$4,130.00	\$95.00	\$6,650.00	\$170.00	\$11,900.00	\$80.00	\$5,600.00
114	DI STORM SEWER PIPE, 8 IN. DIAM. (INCL. BEDDING) 7-04.5	30	LF	\$60.00	\$1,800.00	\$116.00	\$3,480.00	\$235.00	\$7,050.00	\$150.00	\$4,500.00	\$80.00	\$2,400.00
115	CATCH BASIN, TYPE 1 7-05.5	3	EA	\$2,000.00	\$6,000.00	\$1,753.00	\$5,259.00	\$1,630.00	\$4,890.00	\$1,500.00	\$4,500.00	\$1,800.00	\$5,400.00
116	TRENCH EXCAVATION SAFETY SYSTEM 7-08.5	1	LS	\$500.00	\$500.00	\$1.00	\$1.00	\$0.00	\$0.00	\$13,000.00	\$13,000.00	\$1,000.00	\$1,000.00
117	WATER SERVICE EXTENSION 7-15.5	1	LS	\$10,000.00	\$10,000.00	\$12,541.93	\$12,541.93	\$13,450.00	\$13,450.00	\$17,000.00	\$17,000.00	\$6,000.00	\$6,000.00
118	EROSION CONTROL AND WATER POLLUTION PREVENTION 8-01.5	1	LS	\$4,000.00	\$4,000.00	\$5,739.67	\$5,739.67	\$9,100.00	\$9,100.00	\$12,000.00	\$12,000.00	\$2,000.00	\$2,000.00
119	SEEDING, FERTILIZING AND MULCHING 8-02.5	590	SY	\$15.00	\$8,850.00	\$12.20	\$7,198.00	\$5.50	\$3,245.00	\$30.00	\$17,700.00	\$15.00	\$8,850.00
120	TOPSOIL, TYPE A 8-02.5	130	CY	\$80.00	\$10,400.00	\$81.00	\$10,530.00	\$69.00	\$8,970.00	\$85.00	\$11,050.00	\$80.00	\$10,400.00
121	CEMENT CONCRETE TRAFFIC CURB 8-04.5	15	LF	\$60.00	\$900.00	\$130.00	\$1,950.00	\$60.00	\$900.00	\$60.00	\$900.00	\$115.00	\$1,725.00
122	CEMENT CONCRETE EDGE CURB 8-04.5	410	LF	\$85.00	\$34,850.00	\$93.00	\$38,130.00	\$55.00	\$22,550.00	\$45.00	\$18,450.00	\$75.00	\$30,750.00
123	24-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$6,000.00	\$6,000.00	\$7,975.73	\$7,975.73	\$7,150.00	\$7,150.00	\$12,000.00	\$12,000.00	\$7,000.00	\$7,000.00
124	26-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$7,000.00	\$7,000.00	\$8,085.73	\$8,085.73	\$7,250.00	\$7,250.00	\$14,000.00	\$14,000.00	\$7,000.00	\$7,000.00
125	STEEL BOLLARD, TYPE 1 8-12.5	4	EA	\$1,000.00	\$4,000.00	\$1,458.00	\$5,832.00	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00	\$1,000.00	\$4,000.00
126	ELECTRICAL SERVICE EXTENSION 8-20.5	1	LS	\$25,000.00	\$25,000.00	\$8,821.60	\$8,821.60	\$7,165.00	\$7,165.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00
Schedule B Subtotal:					\$333,300.00		\$419,682.82		\$342,035.00		\$470,700.00		\$389,565.00
Sales Tax at 8.8% tax rate:					\$29,330.40		\$36,932.09		\$30,099.08		\$41,421.60		\$34,281.72
SCHEDULE B TOTAL BID:					\$362,630.40		\$456,614.91		\$372,134.08		\$512,121.60		\$423,846.72

indicates City's adjustment to bid price based on submitted unit prices



CITY OF ANACORTES
WASHINGTON

BID TABULATION - BID DATE 1/22/2026
DEPOT MARKET PLAZA EXPANSION PROJECT
#24-228-PRK-003

SCHEDULE B: INTERLOCKING CONCRETE PAVER PLAZA				Larry Brown Construction, Inc.		Lazer Construction LLC		Miles Resources, LLC		PNW Civil Inc		Raw Land Construction LLC	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101	MINOR CHANGE 1-04.4(1)	1	CALC	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
102	SURVEY 1-05.4	1	LS	\$9,775.00	\$9,775.00	\$17,000.00	\$17,000.00	\$12,550.00	\$12,550.00	\$10,000.00	\$10,000.00	\$10,250.00	\$10,250.00
103	MOBILIZATION 1-09.7	1	LS	\$18,000.00	\$18,000.00	\$37,430.00	\$37,430.00	\$28,000.00	\$28,000.00	\$33,000.00	\$33,000.00	\$25,000.00	\$25,000.00
104	CLEARING AND GRUBBING 2-01.5	1	LS	\$590.00	\$590.00	\$11,037.50	\$11,037.50	\$28,233.00	\$28,233.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
105	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5	1	LS	\$1,075.00	\$1,075.00	\$13,750.00	\$13,750.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
106	EXCAVATION, EMBANKMENT AND GRADING, INCL. HAUL 2-03.5	1	LS	\$30,000.00	\$30,000.00	\$39,650.00	\$39,650.00	\$12,500.00	\$12,500.00	\$26,800.00	\$26,800.00	\$20,000.00	\$20,000.00
107	UNSUITABLE FOUNDATION EXCAVATION, INCL. HAUL 2-03.5	10	CY	\$39.40	\$394.00	\$75.00	\$750.00	\$84.00	\$840.00	\$65.00	\$650.00	\$25.00	\$250.00
108	CRUSHED SURFACING TOP COURSE 4-04.5	160	TN	\$51.75	\$8,280.00	\$53.13	\$8,500.80	\$69.25	\$11,080.00	\$51.00	\$8,160.00	\$47.00	\$7,520.00
109	CHOKER GRAVEL COURSE 4-04.5	160	TN	\$60.40	\$9,664.00	\$39.06	\$6,249.60	\$74.00	\$11,840.00	\$62.00	\$9,920.00	\$41.00	\$6,560.00
110	STORAGE BED COURSE 4-04.5	320	TN	\$52.60	\$16,832.00	\$32.03	\$10,249.60	\$72.00	\$23,040.00	\$62.00	\$19,840.00	\$41.00	\$13,120.00
111	HMA CL. 1/2" PG 58H-22 5-04.5	50	TN	\$250.00	\$12,500.00	\$215.00	\$10,750.00	\$189.00	\$9,450.00	\$277.00	\$13,850.00	\$270.00	\$13,500.00
112	INTERLOCKING CONC. PAVERS 5-06.5	6700	SF	\$24.00	\$160,800.00	\$18.50	\$123,950.00	\$22.75	\$152,425.00	\$21.50	\$144,050.00	\$22.00	\$147,400.00
113	CPEP STORM SEWER PIPE, 12 IN. DIAM. (INCL. BEDDING) 7-04.5	70	LF	\$45.50	\$3,185.00	\$71.07	\$4,974.90	\$95.25	\$6,667.50	\$56.00	\$3,920.00	\$61.00	\$4,270.00
114	DI STORM SEWER PIPE, 8 IN. DIAM. (INCL. BEDDING) 7-04.5	30	LF	\$73.00	\$2,190.00	\$87.92	\$2,637.60	\$157.00	\$4,710.00	\$70.00	\$2,100.00	\$78.00	\$2,340.00
115	CATCH BASIN, TYPE 1 7-05.5	3	EA	\$1,360.00	\$4,080.00	\$3,045.83	\$9,137.49	\$2,500.00	\$7,500.00	\$1,900.00	\$5,700.00	\$1,900.00	\$5,700.00
116	TRENCH EXCAVATION SAFETY SYSTEM 7-08.5	1	LS	\$1.00	\$1.00	\$10.00	\$10.00	\$1.00	\$1.00	\$500.00	\$500.00	\$1.00	\$1.00
117	WATER SERVICE EXTENSION 7-15.5	1	LS	\$11,520.00	\$11,520.00	\$10,662.50	\$10,662.50	\$15,000.00	\$15,000.00	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00
118	EROSION CONTROL AND WATER POLLUTION PREVENTION 8-01.5	1	LS	\$4,110.00	\$4,110.00	\$7,100.00	\$7,100.00	\$6,011.00	\$6,011.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00
119	SEEDING, FERTILIZING AND MULCHING 8-02.5	590	SY	\$11.50	\$6,785.00	\$11.00	\$6,490.00	\$3.30	\$1,947.00	\$4.00	\$2,360.00	\$5.50	\$3,245.00
120	TOPSOIL, TYPE A 8-02.5	130	CY	\$77.00	\$10,010.00	\$73.50	\$9,555.00	\$94.00	\$12,220.00	\$78.00	\$10,140.00	\$52.00	\$6,760.00
121	CEMENT CONCRETE TRAFFIC CURB 8-04.5	15	LF	\$119.30	\$1,789.50	\$60.00	\$900.00	\$83.00	\$1,245.00	\$60.00	\$900.00	\$140.00	\$2,100.00
122	CEMENT CONCRETE EDGE CURB 8-04.5	410	LF	\$58.50	\$23,985.00	\$46.50	\$19,065.00	\$55.00	\$22,550.00	\$49.00	\$20,090.00	\$81.50	\$33,415.00
123	24-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$9,335.00	\$9,335.00	\$7,650.00	\$7,650.00	\$11,400.00	\$11,400.00	\$9,800.00	\$9,800.00	\$12,000.00	\$12,000.00
124	26-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$9,445.00	\$9,445.00	\$7,750.00	\$7,750.00	\$11,600.00	\$11,600.00	\$9,900.00	\$9,900.00	\$12,500.00	\$12,500.00
125	STEEL BOLLARD, TYPE 1 8-12.5	4	EA	\$2,075.00	\$8,300.00	\$1,362.50	\$5,450.00	\$1,800.00	\$7,200.00	\$1,400.00	\$5,600.00	\$1,300.00	\$5,200.00
126	ELECTRICAL SERVICE EXTENSION 8-20.5	1	LS	\$6,265.00	\$6,265.00	\$4,500.00	\$4,500.00	\$13,170.00	\$13,170.00	\$8,000.00	\$8,000.00	\$11,000.00	\$11,000.00
Schedule B Subtotal:					\$373,910.50		\$380,199.99		\$418,679.50		\$371,280.00		\$364,131.00
Sales Tax at 8.8% tax rate:					\$32,904.12		\$33,457.60		\$36,843.80		\$32,672.64		\$32,043.53
SCHEDULE B TOTAL BID:					\$406,814.62		\$413,657.59		\$455,523.30		\$403,952.64		\$396,174.53

indicates City's adjustment to bid price based on submitted unit prices



CITY OF ANACORTES
WASHINGTON

BID TABULATION - BID DATE 1/22/2026
DEPOT MARKET PLAZA EXPANSION PROJECT
#24-228-PRK-003

SCHEDULE B: INTERLOCKING CONCRETE PAVER PLAZA				SEI dba Neptune General Contractors		Strider Construction Co. Inc.		SummitX Contractors Inc.		Tiger Construction LTD		Valdez Construction, Inc.	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101	MINOR CHANGE 1-04.4(1)	1	CALC	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
102	SURVEY 1-05.4	1	LS	\$7,475.00	\$7,475.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$10,900.00	\$10,900.00	\$9,972.87	\$9,972.87
103	MOBILIZATION 1-09.7	1	LS	\$25,950.00	\$25,950.00	\$50,000.00	\$50,000.00	\$23,000.00	\$23,000.00	\$30,000.00	\$30,000.00	\$23,420.92	\$23,420.92
104	CLEARING AND GRUBBING 2-01.5	1	LS	\$9,112.00	\$9,112.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$7,221.66	\$7,221.66
105	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5	1	LS	\$5,475.00	\$5,475.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$5,592.69	\$5,592.69
106	EXCAVATION, EMBANKMENT AND GRADING, INCL. HAUL 2-03.5	1	LS	\$5,962.00	\$5,962.00	\$18,000.00	\$18,000.00	\$50,000.00	\$50,000.00	\$21,000.00	\$21,000.00	\$32,329.71	\$32,329.71
107	UNSUITABLE FOUNDATION EXCAVATION, INCL. HAUL 2-03.5	10	CY	\$66.50	\$665.00	\$65.00	\$650.00	\$50.00	\$500.00	\$59.00	\$590.00	\$134.29	\$1,342.90
108	CRUSHED SURFACING TOP COURSE 4-04.5	160	TN	\$48.75	\$7,800.00	\$60.00	\$9,600.00	\$30.00	\$4,800.00	\$81.00	\$12,960.00	\$85.66	\$13,705.60
109	CHOKER GRAVEL COURSE 4-04.5	160	TN	\$48.75	\$7,800.00	\$60.00	\$9,600.00	\$30.00	\$4,800.00	\$68.00	\$10,880.00	\$49.76	\$7,961.60
110	STORAGE BED COURSE 4-04.5	320	TN	\$48.75	\$15,600.00	\$45.00	\$14,400.00	\$30.00	\$9,600.00	\$61.00	\$19,520.00	\$43.06	\$13,779.20
111	HMA CL. 1/2" PG 58H-22 5-04.5	50	TN	\$460.00	\$23,000.00	\$245.00	\$12,250.00	\$275.00	\$13,750.00	\$270.00	\$13,500.00	\$325.92	\$16,296.00
112	INTERLOCKING CONC. PAVERS 5-06.5	6700	SF	\$13.00	\$87,100.00	\$21.50	\$144,050.00	\$15.00	\$100,500.00	\$22.00	\$147,400.00	\$23.45	\$157,115.00
113	CPEP STORM SEWER PIPE, 12 IN. DIAM. (INCL. BEDDING) 7-04.5	70	LF	\$115.00	\$8,050.00	\$100.00	\$7,000.00	\$80.00	\$5,600.00	\$54.00	\$3,780.00	\$85.35	\$5,974.50
114	DI STORM SEWER PIPE, 8 IN. DIAM. (INCL. BEDDING) 7-04.5	30	LF	\$150.00	\$4,500.00	\$125.00	\$3,750.00	\$90.00	\$2,700.00	\$85.00	\$2,550.00	\$122.85	\$3,685.50
115	CATCH BASIN, TYPE 1 7-05.5	3	EA	\$2,450.00	\$7,350.00	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00	\$1,700.00	\$5,100.00	\$3,048.10	\$9,144.30
116	TRENCH EXCAVATION SAFETY SYSTEM 7-08.5	1	LS	\$0.00	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1.00	\$1.00	\$535.60	\$535.60
117	WATER SERVICE EXTENSION 7-15.5	1	LS	\$9,808.00	\$9,808.00	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$17,050.97	\$17,050.97
118	EROSION CONTROL AND WATER POLLUTION PREVENTION 8-01.5	1	LS	\$6,150.00	\$6,150.00	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00	\$10,000.00	\$10,000.00	\$5,660.55	\$5,660.55
119	SEEDING, FERTILIZING AND MULCHING 8-02.5	590	SY	\$13.85	\$8,171.50	\$5.00	\$2,950.00	\$55.00	\$32,450.00	\$6.00	\$3,540.00	\$9.93	\$5,858.70
120	TOPSOIL, TYPE A 8-02.5	130	CY	\$165.00	\$21,450.00	\$90.00	\$11,700.00	\$55.00	\$7,150.00	\$81.00	\$10,530.00	\$80.08	\$10,410.40
121	CEMENT CONCRETE TRAFFIC CURB 8-04.5	15	LF	\$270.00	\$4,050.00	\$80.00	\$1,200.00	\$40.00	\$600.00	\$76.00	\$1,140.00	\$127.30	\$1,909.50
122	CEMENT CONCRETE EDGE CURB 8-04.5	410	LF	\$27.25	\$11,172.50	\$50.00	\$20,500.00	\$40.00	\$16,400.00	\$54.00	\$22,140.00	\$55.39	\$22,709.90
123	24-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$9,448.00	\$9,448.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$14,078.24	\$14,078.24
124	26-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	1	EA	\$9,948.00	\$9,948.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$12,000.00	\$12,000.00	\$14,434.95	\$14,434.95
125	STEEL BOLLARD, TYPE 1 8-12.5	4	EA	\$1,200.00	\$4,800.00	\$1,500.00	\$6,000.00	\$2,000.00	\$8,000.00	\$1,700.00	\$6,800.00	\$1,081.92	\$4,327.68
126	ELECTRICAL SERVICE EXTENSION 8-20.5	1	LS	\$11,360.00	\$11,360.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$7,800.00	\$7,800.00	\$10,377.16	\$10,377.16
Schedule B Subtotal:					\$317,197.00		\$385,150.00		\$352,650.00		\$387,631.00		\$419,896.10
Sales Tax at 8.8% tax rate:					\$27,913.34		\$33,893.20		\$31,033.20		\$34,111.53		\$36,950.86
SCHEDULE B TOTAL BID:					\$345,110.34		\$419,043.20		\$383,683.20		\$421,742.53		\$456,846.96

indicates City's adjustment to bid price based on submitted unit prices



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Fisher Construction Group, Inc., a private contractor at 625 Fisher Lane, Burlington, WA 98233 (herein after referred to as "Contractor").

WITNESSETH:

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

- I. **WORK.** The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the work under Schedule A of the **DEPOT MARKET PLAZA EXPANSION PROJECT**, in accordance with and as described in the Invitation for Bid entitled the same, Project No. 24-228-PRK-003. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current edition of the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* and Amendments, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

The City hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

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

- II. **PRICE.** The Total Contract Price is **Two Hundred Fifty Thousand Eight Hundred Ninety Dollars and Thirty-Two Cents (\$250,890.32)**, which includes \$20,292.60 in 8.8% sales tax. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.
- III. **TIME.** Unless otherwise stated in the Invitation for Bid, all physical construction activities shall be completed **Sixty (60) calendar days** from the first working day following the Notice to Proceed. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.
- IV. **LIQUIDATED DAMAGES.** Under 1-08.9 of the current WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*, the City is entitled to liquidated damages for each and every calendar day said work remains uncompleted after expiration of the specified time. However, rather than using the Liquidated Damages Formula, the Contractor agrees to pay the City \$500.00 per day for each and every calendar day said work remains uncompleted. All other terms of WSDOT 1-08.9 remain unchanged.
- V. **INDEMNIFICATION/HOLD HARMLESS.**
The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

Owner:

City of Anacortes

Title

Date

Contractor:

Fisher Construction Group, Inc.

Title

Date

TO: City of Anacortes
City Hall
904 Sixth Street
Anacortes, WA 98221

Attention: City Clerk

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

My firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The bidder declares that they have carefully examined the contract documents for the construction of the project; that they have personally inspected the site; that they have satisfied themselves as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner and other sources in arriving at his/her conclusions.

The bidder agrees that if this proposal is accepted, they will, within ten calendar days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bonds and all Certificates of Insurance required therein and will, to the extent of their proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other Project Manager designated thereunder.

The bidder further agrees, if awarded the contract, to begin work the working day following the date of the Notice to Proceed and to (a) achieve **Physical Completion within Sixty (60) calendar days**, and (b) achieve **Contract Completion within Seventy (70) calendar days** after the date of the Notice to Proceed.

In the event the bidder is awarded the contract and shall fail to complete the work within the time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be paid to the owner per the specifications contained in the contract documents.

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the unit prices shown represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents.

The undersigned bids for complete construction of the following described project:

The work provided for this project will include all materials, equipment, labor, and related items necessary to install approximately 750 square yards of cement concrete surface (Schedule A) or interlocking concrete pavers (Schedule B). Only one schedule of work will be awarded. Additional work includes excavating, grading, and compacting the site, water service extension, electrical service extension, storm drainage improvements, HMA driveway/patching, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The bid price shall include everything necessary for the prosecution and completion of the services as detailed in the specifications including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this bid.

CITY OF ANACORTES - DEPOT MARKET PLAZA EXPANSION PROJECT

SCHEDULE A: CONCRETE PLAZA

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	CALC	MINOR CHANGE 1-04.4(1)	At \$5,000.00 Per Calculation	\$5,000.00
2	1	LS	SURVEY 1-05.4	At \$ 9,637.29 Per Lump Sum	\$ 9,637.29
3	1	LS	MOBILIZATION 1-09.7	At \$ 14,056.94 Per Lump Sum	\$ 14,056.94
4	1	LS	CLEARING AND GRUBBING 2-01.5	At \$ 5,894.35 Per Lump Sum	\$ 5,894.35
5	1	LS	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5	At \$ 913.83 Per Lump Sum	\$ 913.83
6	1	LS	EXCAVATION, EMBANKMENT AND GRADING, INCL. HAUL 2-03.5	At \$ 5,787.84 Per Lump Sum	\$ 5,787.84
7	10	CY	UNSUITABLE FOUNDATION EXCAVATION, INCL. HAUL 2-03.5	At \$ 62.76 Per Cubic Yard	\$ 627.60

DEPOT MARKET PLAZA EXPANSION PROJECT #24-228-PRK-003
ATTACHMENT B - BID PROPOSAL
PAGE 3 OF 9

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
8	280	TN	CRUSHED SURFACING TOP COURSE 4-04.5	At \$ <u>61.63</u> Per Ton	\$ <u>17,256.40</u>
9	50	TN	HMA CL. 1/2" PG 58H-22 5-04.5	At \$ <u>250.51</u> Per Ton	\$ <u>12,525.50</u>
10	70	LF	CPEP STORM SEWER PIPE, 12 IN. DIAM. (INCL. BEDDING) 7-04.5	At \$ <u>106.05</u> Per Linear Foot	\$ <u>7,423.50</u>
11	30	LF	DI STORM SEWER PIPE, 8 IN. DIAM. (INCL. BEDDING) 7-04.5	At \$ <u>130.35</u> Per Linear Foot	\$ <u>3,910.50</u>
12	3	EA	CATCH BASIN, TYPE 1 7-05.5	At \$ <u>1,727.43</u> Per Each	\$ <u>5,182.29</u>
13	1	LS	TRENCH EXCAVATION SAFETY SYSTEM 7-08.5	At \$ <u>284.46</u> Per Lump Sum	\$ <u>284.46</u>
14	1	LS	WATER SERVICE EXTENSION 7-15.5	At \$ <u>9,538.91</u> Per Lump Sum	\$ <u>9,538.91</u>
15	1	LS	EROSION CONTROL AND WATER POLLUTION PREVENTION 8-01.5	At \$ <u>5,168.91</u> Per Lump Sum	\$ <u>5,168.91</u>
16	590	SY	SEEDING, FERTILIZING AND MULCHING 8-02.5	At \$ <u>11.39</u> Per Square Yard	\$ <u>6,720.10</u>
17	130	CY	TOPSOIL, TYPE A 8-02.5	At \$ <u>68.91</u> Per Cubic Yard	\$ <u>8,958.30</u>
18	15	LF	CEMENT CONCRETE TRAFFIC CURB 8-04.5	At \$ <u>120.05</u> Per Linear Foot	\$ <u>1,800.75</u>

DEPOT MARKET PLAZA EXPANSION PROJECT #24-228-PRK-003
ATTACHMENT B - BID PROPOSAL
PAGE 4 OF 9

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
19	1	EA	24-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	At <u>\$ 6,555.43</u> Per Each	<u>\$ 6,555.43</u>
20	1	EA	26-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	At <u>\$ 6,658.93</u> Per Each	<u>\$ 6,658.93</u>
21	4	EA	STEEL BOLLARD, TYPE 1 8-12.5	At <u>\$ 1,371.90</u> Per Each	<u>\$ 5,487.60</u>
22	410	SY	CEMENT CONCRETE SIDEWALK, 6 IN. THICK 8-14.5	At <u>\$ 78.15</u> Per Square Yard	<u>\$ 32,041.50</u>
23	340	SY	TEXTURED AND PIGMENTED CEMENT CONCRETE SIDEWALK, 6 IN. THICK 8-14.5	At <u>\$ 157.71</u> Per Square Yard	<u>\$ 53,621.40</u>
24	1	LS	ELECTRICAL SERVICE EXTENSION 8-20.5	At <u>\$ 5,545.39</u> Per Lump Sum	<u>\$ 5,545.39</u>
				SUBTOTAL SCHEDULE A	<u>\$ 230,597.72</u>
				SALES TAX (8.8%)	<u>\$ 20,292.58</u>
				TOTAL BID SCHEDULE A	<u>\$ 250,890.30</u>

SCHEDULE B: INTERLOCKING CONCRETE PAVER PLAZA

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
101	1	CALC	MINOR CHANGE 1-04.4(1)	At \$5,000.00 Per Calculation	\$5,000.00
102	1	LS	SURVEY 1-05.4	At <u>\$ 9,637.29</u> Per Lump Sum	<u>\$ 9,637.29</u>
103	1	LS	MOBILIZATION 1-09.7	At <u>\$ 17,666.28</u> Per Lump Sum	<u>\$ 17,666.28</u>
104	1	LS	CLEARING AND GRUBBING 2-01.5	At <u>\$ 5,894.35</u> Per Lump Sum	<u>\$ 5,894.35</u>
105	1	LS	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5	At <u>\$ 439.74</u> Per Lump Sum	<u>\$ 439.74</u>
106	1	LS	EXCAVATION, EMBANKMENT AND GRADING, INCL. HAUL 2-03.5	At <u>\$ 5,257.32</u> Per Lump Sum	<u>\$ 5,257.32</u>
107	10	CY	UNSUITABLE FOUNDATION EXCAVATION, INCL. HAUL 2-03.5	At <u>\$ 62.76</u> Per Cubic Yard	<u>\$ 627.60</u>
108	160	TN	CRUSHED SURFACING TOP COURSE 4-04.5	At <u>\$ 66.12</u> Per Ton	<u>\$ 10,579.20</u>
109	160	TN	CHOKER GRAVEL COURSE 4-04.5	At <u>\$ 54.10</u> Per Ton	<u>\$ 8,656.00</u>
110	320	TN	STORAGE BED COURSE 4-04.5	At <u>\$ 47.88</u> Per Ton	<u>\$ 15,321.60</u>
111	50	TN	HMA CL. 1/2" PG 58H-22 5-04.5	At <u>\$ 250.51</u> Per Ton	<u>\$ 12,525.50</u>

DEPOT MARKET PLAZA EXPANSION PROJECT #24-228-PRK-003
ATTACHMENT B - BID PROPOSAL
PAGE 6 OF 9

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
112	6,700	SF	INTERLOCKING CONC. PAVERS 5-06.5	At \$ <u>23.19</u> Per Square Foot	\$ <u>155,373.00</u>
113	70	LF	CPEP STORM SEWER PIPE, 12 IN. DIAM. (INCL. BEDDING) 7-04.5	At \$ <u>106.05</u> Per Linear Foot	\$ <u>7,423.50</u>
114	30	LF	DI STORM SEWER PIPE, 8 IN. DIAM. (INCL. BEDDING) 7-04.5	At \$ <u>130.35</u> Per Linear Foot	\$ <u>3,910.50</u>
115	3	EA	CATCH BASIN, TYPE 1 7-05.5	At \$ <u>1,727.43</u> Per Each	\$ <u>5,182.29</u>
116	1	LS	TRENCH EXCAVATION SAFETY SYSTEM 7-08.5	At \$ <u>284.46</u> Per Lump Sum	\$ <u>284.46</u>
117	1	LS	WATER SERVICE EXTENSION 7-15.5	At \$ <u>9,538.91</u> Per Lump Sum	\$ <u>9,538.91</u>
118	1	LS	EROSION CONTROL AND WATER POLLUTION PREVENTION 8-01.5	At \$ <u>5,168.91</u> Per Lump Sum	\$ <u>5,168.91</u>
119	590	SY	SEEDING, FERTILIZING AND MULCHING 8-02.5	At \$ <u>11.39</u> Per Square Yard	\$ <u>6,720.10</u>
120	130	CY	TOPSOIL, TYPE A 8-02.5	At \$ <u>68.91</u> Per Cubic Yard	\$ <u>8,958.30</u>
121	15	LF	CEMENT CONCRETE TRAFFIC CURB 8-04.5	At \$ <u>79.65</u> Per Linear Foot	\$ <u>1,179.25</u>
122	410	LF	CEMENT CONCRETE EDGE CURB 8-04.5	At \$ <u>42.44</u> Per Linear Foot	\$ <u>17,400.40</u>

DEPOT MARKET PLAZA EXPANSION PROJECT #24-228-PRK-003
ATTACHMENT B - BID PROPOSAL
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ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
123	1	EA	24-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	At <u>\$ 6,555.43</u> Per Each	<u>\$ 6,555.43</u>
124	1	EA	26-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	At <u>\$ 6,658.93</u> Per Each	<u>\$ 6,658.93</u>
125	4	EA	STEEL BOLLARD, TYPE 1 8-12.5	At <u>\$ 1,371.90</u> Per Each	<u>\$ 5,487.60</u>
126	1	LS	ELECTRICAL SERVICE EXTENSION 8-20.5	At <u>\$ 5,545.39</u> Per Lump Sum	<u>\$ 5,545.39</u>
				SUBTOTAL SCHEDULE B	\$ 336,992.35
				SALES TAX (8.8%)	\$ 29,655.31
				TOTAL BID SCHEDULE B	\$ 366,647.66

TOTAL SCHEDULE A	\$ 250,890.30
TOTAL SCHEDULE B	\$ 366,647.66

Award of the Contract will be based on the lowest responsible, responsive bid for either Schedule A or Schedule B.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum 1, Initial EOB Addendum _____, Initial _____
Addendum 2, Initial EOB Addendum _____, Initial _____

NOTE: Failure to acknowledge any issued Addenda may render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the Builders Exchange website at www.bxwa.com.

BID DEPOSIT

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

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

NOTICE TO ALL BIDDERS

To report bid rigging activities call: **1-800-424-9071**. The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

BIDDER CERTIFIES

- They have examined the work site and all existing conditions;
- They fully understand the manner in which payment is proposed;
- They propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed, and for the price proposed;
- They will observe the national, Washington State, and local codes; and
- They have the insurance coverage required for this Contract, which includes: Commercial General Liability Insurance, Business Auto Liability, Worker's Comp

Name of Bidder: Fisher Construction Group, Inc.

Contact Name: Dan Radder, Project Manager

Mailing Address: 625 Fisher Lane

City, State, Zip: Burlington, WA 98233

Business Telephone: 360-757-4094 Cell Phone: 360-854-8133

Email Address: dlr@fishercgi.com

Contractor's State License No: FISHECG853C3

UBI Number: C600-170-606

By signing this proposal, the bidder agrees to all requirements contained in the contract documents.

(Corporate Seal)	Fisher Construction Group, Inc.	Corporate Secretary
	Name of Bidder	Title
<u>1/22/2026</u>		
Date	Signature of Bidder	
	Erin Burkholder	
	Print Name	



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Earthwork Solutions, LLC, a private contractor at 8629 156th St Ne, Arlington, WA 98223 (herein after referred to as "Contractor").

WITNESSETH:

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

- I. **WORK.** The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the work under Schedule B of the **DEPOT MARKET PLAZA EXPANSION PROJECT**, in accordance with and as described in the Invitation for Bid entitled the same, Project No. 24-228-PRK-003. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current edition of the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* and Amendments, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

The City hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

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

- II. **PRICE.** The Total Contract Price is **Three Hundred Ten Thousand Eight Hundred Fourteen Dollars and Ten Cents (\$310,814.10)**, which includes \$25,139.38 in 8.8% sales tax. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.
- III. **TIME.** Unless otherwise stated in the Invitation for Bid, all physical construction activities shall be completed **Sixty (60) calendar days** from the first working day following the Notice to Proceed. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.
- IV. **LIQUIDATED DAMAGES.** Under 1-08.9 of the current WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*, the City is entitled to liquidated damages for each and every calendar day said work remains uncompleted after expiration of the specified time. However, rather than using the Liquidated Damages Formula, the Contractor agrees to pay the City \$500.00 per day for each and every calendar day said work remains uncompleted. All other terms of WSDOT 1-08.9 remain unchanged.
- V. **INDEMNIFICATION/HOLD HARMLESS.**
The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

Owner:

City of Anacortes

Title

Date

Contractor:

Earthwork Solutions, LLC

Title

Date

TO: City of Anacortes
City Hall
904 Sixth Street
Anacortes, WA 98221

Attention: City Clerk

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

My firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The bidder declares that they have carefully examined the contract documents for the construction of the project; that they have personally inspected the site; that they have satisfied themselves as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner and other sources in arriving at his/her conclusions.

The bidder agrees that if this proposal is accepted, they will, within ten calendar days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bonds and all Certificates of Insurance required therein and will, to the extent of their proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other Project Manager designated thereunder.

The bidder further agrees, if awarded the contract, to begin work the working day following the date of the Notice to Proceed and to (a) achieve **Physical Completion within Sixty (60) calendar days**, and (b) achieve **Contract Completion within Seventy (70) calendar days** after the date of the Notice to Proceed.

In the event the bidder is awarded the contract and shall fail to complete the work within the time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be paid to the owner per the specifications contained in the contract documents.

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the unit prices shown represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents.

DEPOT MARKET PLAZA EXPANSION PROJECT #24-228-PRK-003
ATTACHMENT B - BID PROPOSAL
PAGE 2 OF 9

The undersigned bids for complete construction of the following described project:

The work provided for this project will include all materials, equipment, labor, and related items necessary to install approximately 750 square yards of cement concrete surface (Schedule A) or interlocking concrete pavers (Schedule B). Only one schedule of work will be awarded. Additional work includes excavating, grading, and compacting the site, water service extension, electrical service extension, storm drainage improvements, HMA driveway/patching, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The bid price shall include everything necessary for the prosecution and completion of the services as detailed in the specifications including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this bid.

CITY OF ANACORTES - DEPOT MARKET PLAZA EXPANSION PROJECT

SCHEDULE A: CONCRETE PLAZA

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	CALC	MINOR CHANGE 1-04.4(1)	At \$5,000.00 Per Calculation	\$5,000.00
2	1	LS	SURVEY 1-05.4	At \$ 10,054.80 Per Lump Sum	\$ 10,054.80
3	1	LS	MOBILIZATION 1-09.7	At \$ 23,845.65 Per Lump Sum	\$ 23,845.65
4	1	LS	CLEARING AND GRUBBING 2-01.5	At \$ 4,784.40 Per Lump Sum	\$ 4,784.40
5	1	LS	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5	At \$ 4,086.98 Per Lump Sum	\$ 4,086.98
6	1	LS	EXCAVATION, EMBANKMENT AND GRADING, INCL. HAUL 2-03.5	At \$ 16,347.92 Per Lump Sum	\$ 16,347.92
7	10	CY	UNSUITABLE FOUNDATION EXCAVATION, INCL. HAUL 2-03.5	At \$ 75.98 Per Cubic Yard	\$ 759.80

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

DEPOT MARKET PLAZA EXPANSION PROJECT #24-228-PRK-003
ATTACHMENT B - BID PROPOSAL
PAGE 3 OF 9

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
8	280	TN	CRUSHED SURFACING TOP COURSE 4-04.5	At \$ 45.26 Per Ton	\$ 12,672.80
9	50	TN	HMA CL. 1/2" PG 58H-22 5-04.5	At \$ 253.80 Per Ton	\$ 12,690.00
10	70	LF	CPEP STORM SEWER PIPE, 12 IN. DIAM. (INCL. BEDDING) 7-04.5	At \$ 63.17 Per Linear Foot	\$ 4,421.90
11	30	LF	DI STORM SEWER PIPE, 8 IN. DIAM. (INCL. BEDDING) 7-04.5	At \$ 118.80 Per Linear Foot	\$ 3,564.00
12	3	EA	CATCH BASIN, TYPE 1 7-05.5	At \$ 2,059.29 Per Each	\$ 6,177.87
13	1	LS	TRENCH EXCAVATION SAFETY SYSTEM 7-08.5	At \$ 540.00 Per Lump Sum	\$ 540.00
14	1	LS	WATER SERVICE EXTENSION 7-15.5	At \$ 8,838.05 Per Lump Sum	\$ 8,838.05
15	1	LS	EROSION CONTROL AND WATER POLLUTION PREVENTION 8-01.5	At \$ 5,412.01 Per Lump Sum	\$ 5,412.01
16	590	SY	SEEDING, FERTILIZING AND MULCHING 8-02.5	At \$ 2.43 Per Square Yard	\$ 1,433.70
17	130	CY	TOPSOIL, TYPE A 8-02.5	At \$ 92.88 Per Cubic Yard	\$ 12,074.40
18	15	LF	CEMENT CONCRETE TRAFFIC CURB 8-04.5	At \$ 129.60 Per Linear Foot	\$ 1,944.00

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DEPOT MARKET PLAZA EXPANSION PROJECT #24-228-PRK-003
ATTACHMENT B - BID PROPOSAL
PAGE 4 OF 9

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
19	1	EA	24-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	At \$ 9,545.23 Per Each	\$ 9,545.23
20	1	EA	26-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	At \$ 9,905.85 Per Each	\$ 9,905.85
21	4	EA	STEEL BOLLARD, TYPE 1 8-12.5	At \$ 1,300.62 Per Each	\$ 5,202.48
22	410	SY	CEMENT CONCRETE SIDEWALK, 6 IN. THICK 8-14.5	At \$ 81.54 Per Square Yard	\$ 33,431.40
23	340	SY	TEXTURED AND PIGMENTED CEMENT CONCRETE SIDEWALK, 6 IN. THICK 8-14.5	At \$ 162.00 Per Square Yard	\$ 55,080.00
24	1	LS	ELECTRICAL SERVICE EXTENSION 8-20.5	At \$ 7,443.49 Per Lump Sum	\$ 7,443.49
				SUBTOTAL SCHEDULE A	\$ 255,256.73
				SALES TAX (8.8%)	\$ 22,462.59
				TOTAL BID SCHEDULE A	\$ 277,719.32

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

SCHEDULE B: INTERLOCKING CONCRETE PAVER PLAZA

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
101	1	CALC	MINOR CHANGE 1-04.4(1)	At \$5,000.00 Per Calculation	\$5,000.00
102	1	LS	SURVEY 1-05.4	At \$ 10,054.80 Per Lump Sum	\$ 10,054.80
103	1	LS	MOBILIZATION 1-09.7	At \$ 26,083.59 Per Lump Sum	\$ 26,083.59
104	1	LS	CLEARING AND GRUBBING 2-01.5	At \$ 4,784.40 Per Lump Sum	\$ 4,784.40
105	1	LS	REMOVAL OF STRUCTURES AND OBSTRUCTIONS 2-02.5	At \$ 4,086.98 Per Lump Sum	\$ 4,086.98
106	1	LS	EXCAVATION, EMBANKMENT AND GRADING, INCL. HAUL 2-03.5	At \$ 7,560.00 Per Lump Sum	\$ 7,560.00
107	10	CY	UNSUITABLE FOUNDATION EXCAVATION, INCL. HAUL 2-03.5	At \$ 75.98 Per Cubic Yard	\$ 759.80
108	160	TN	CRUSHED SURFACING TOP COURSE 4-04.5	At \$ 79.21 Per Ton	\$ 12,673.60
109	160	TN	CHOKER GRAVEL COURSE 4-04.5	At \$ 74.85 Per Ton	\$ 11,976.00
110	320	TN	STORAGE BED COURSE 4-04.5	At \$ 75.39 Per Ton	\$ 24,124.80
111	50	TN	HMA CL. 1/2" PG 58H-22 5-04.5	At \$ 253.80 Per Ton	\$ 12,690.00

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

DEPOT MARKET PLAZA EXPANSION PROJECT #24-228-PRK-003
ATTACHMENT B - BID PROPOSAL
PAGE 6 OF 9

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
112	6,700	SF	INTERLOCKING CONC. PAVERS 5-06.5	At \$ 9.12 Per Square Foot	\$ 61,104.00
113	70	LF	CPEP STORM SEWER PIPE, 12 IN. DIAM. (INCL. BEDDING) 7-04.5	At \$ 63.17 Per Linear Foot	\$ 4,421.90
114	30	LF	DI STORM SEWER PIPE, 8 IN. DIAM. (INCL. BEDDING) 7-04.5	At \$ 118.80 Per Linear Foot	\$ 3,564.00
115	3	EA	CATCH BASIN, TYPE 1 7-05.5	At \$ 1,889.88 Per Each	\$ 5,669.64
116	1	LS	TRENCH EXCAVATION SAFETY SYSTEM 7-08.5	At \$ 540.00 Per Lump Sum	\$ 540.00
117	1	LS	WATER SERVICE EXTENSION 7-15.5	At \$ 8,838.05 Per Lump Sum	\$ 8,838.05
118	1	LS	EROSION CONTROL AND WATER POLLUTION PREVENTION 8-01.5	At \$ 5,412.01 Per Lump Sum	\$ 5,412.01
119	590	SY	SEEDING, FERTILIZING AND MULCHING 8-02.5	At \$ 2.43 Per Square Yard	\$ 1,433.70
120	130	CY	TOPSOIL, TYPE A 8-02.5	At \$ 92.88 Per Cubic Yard	\$ 12,074.40
121	15	LF	CEMENT CONCRETE TRAFFIC CURB 8-04.5	At \$ 129.60 Per Linear Foot	\$ 1,944.00
122	410	LF	CEMENT CONCRETE EDGE CURB 8-04.5	At \$ 70.20 Per Linear Foot	\$ 28,782.00

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DEPOT MARKET PLAZA EXPANSION PROJECT #24-228-PRK-003
ATTACHMENT B - BID PROPOSAL
PAGE 7 OF 9

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
123	1	EA	24-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	At \$ 9,545.23 Per Each	\$ 9,545.23
124	1	EA	26-FOOT WIDE DOUBLE SWING BARRIER GATE 8-12.5	At \$ 9,905.85 Per Each	\$ 9,905.85
125	4	EA	STEEL BOLLARD, TYPE 1 8-12.5	At \$ 1,300.62 Per Each	\$ 5,202.48
126	1	LS	ELECTRICAL SERVICE EXTENSION 8-20.5	At \$ 7,443.49 Per Lump Sum	\$ 7,443.49
				SUBTOTAL SCHEDULE B	\$ 285,674.72
				SALES TAX (8.8%)	\$ 25,139.38
				TOTAL BID SCHEDULE B	\$ 310,814.10

TOTAL SCHEDULE A	\$ 277,719.32
TOTAL SCHEDULE B	\$ 310,814.10

Award of the Contract will be based on the lowest responsible, responsive bid for either Schedule A or Schedule B.

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum 1, Initial JF

Addendum _____, Initial _____

Addendum 2, Initial JF

Addendum _____, Initial _____

NOTE: Failure to acknowledge any issued Addenda may render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the Builders Exchange website at www.bxwa.com.

BID DEPOSIT

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

☒ Bid Bond

☐ Cashier's Check

☐ Postal Money Order

NOTICE TO ALL BIDDERS

To report bid rigging activities call: **1-800-424-9071**. The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

BIDDER CERTIFIES

- They have examined the work site and all existing conditions;
- They fully understand the manner in which payment is proposed;
- They propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed, and for the price proposed;
- They will observe the national, Washington State, and local codes; and
- They have the insurance coverage required for this Contract, which includes: Commercial General Liability Insurance, Business Auto Liability, Worker's Comp

Name of Bidder: Earthwork Solutions, LLC.

Contact Name: Josh Frizzell

Mailing Address: 8629 156th St, NE.

City, State, Zip: Arlington, WA 98223

Business Telephone: 425-553-2784 Cell Phone: 360-540-1954

Email Address: bids@earthworksolutions.com

Contractor's State License No: EARTHSL830OK

UBI Number: 604-131-773

By signing this proposal, the bidder agrees to all requirements contained in the contract documents.

(Corporate Seal) Earthwork Solutions, LLC. Governor
Name of Bidder Title

1/22/2026
Date


Signature of Bidder

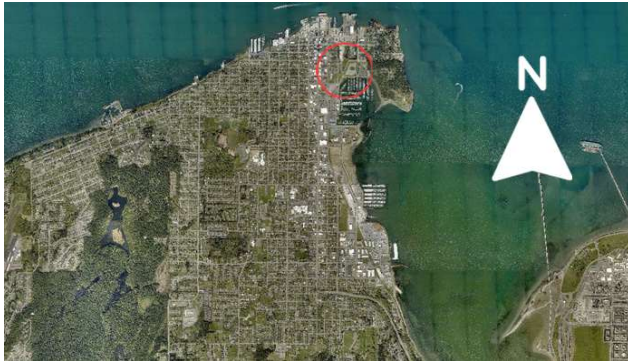
Josh Frizzell
Print Name



DEPOT PLAZA EXPANSION

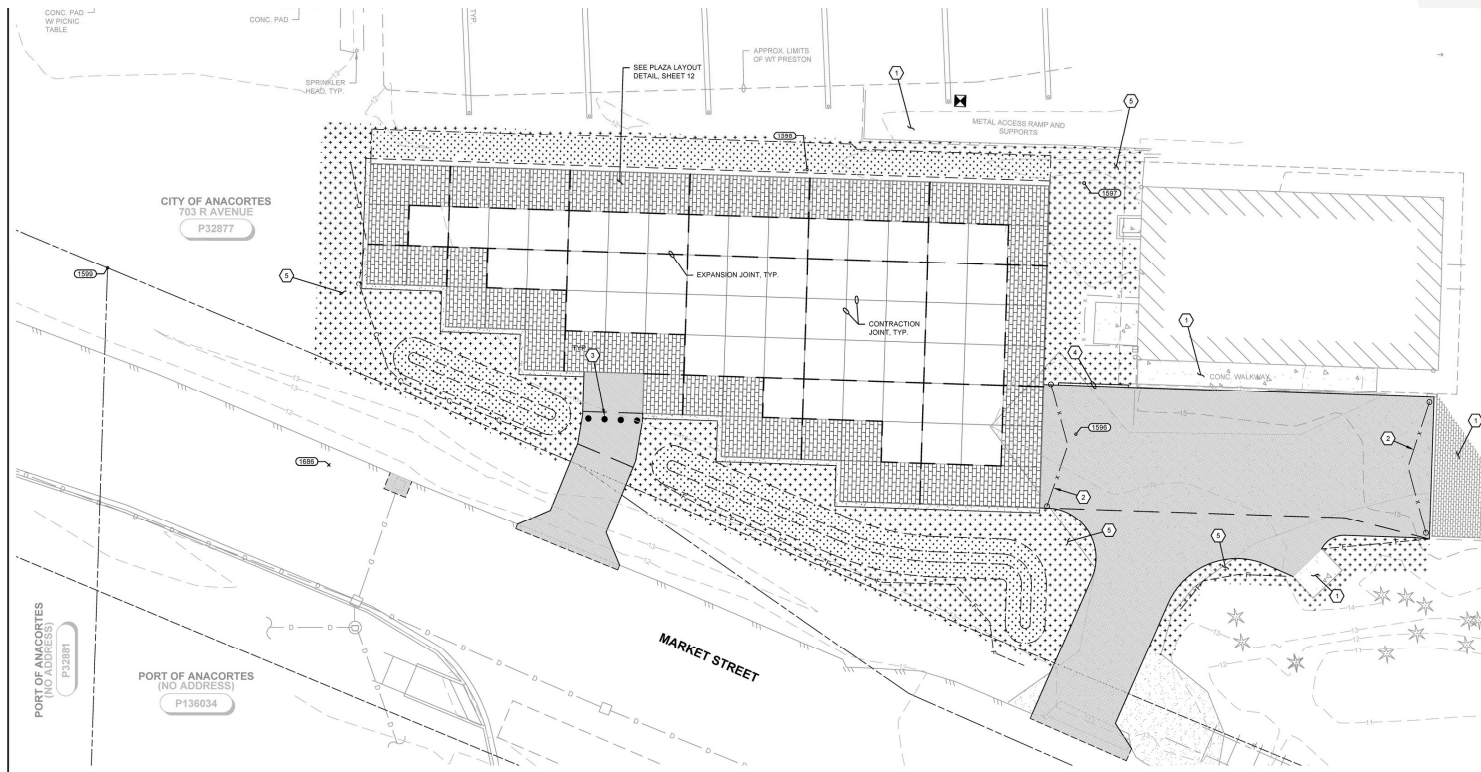


LOCATION



2

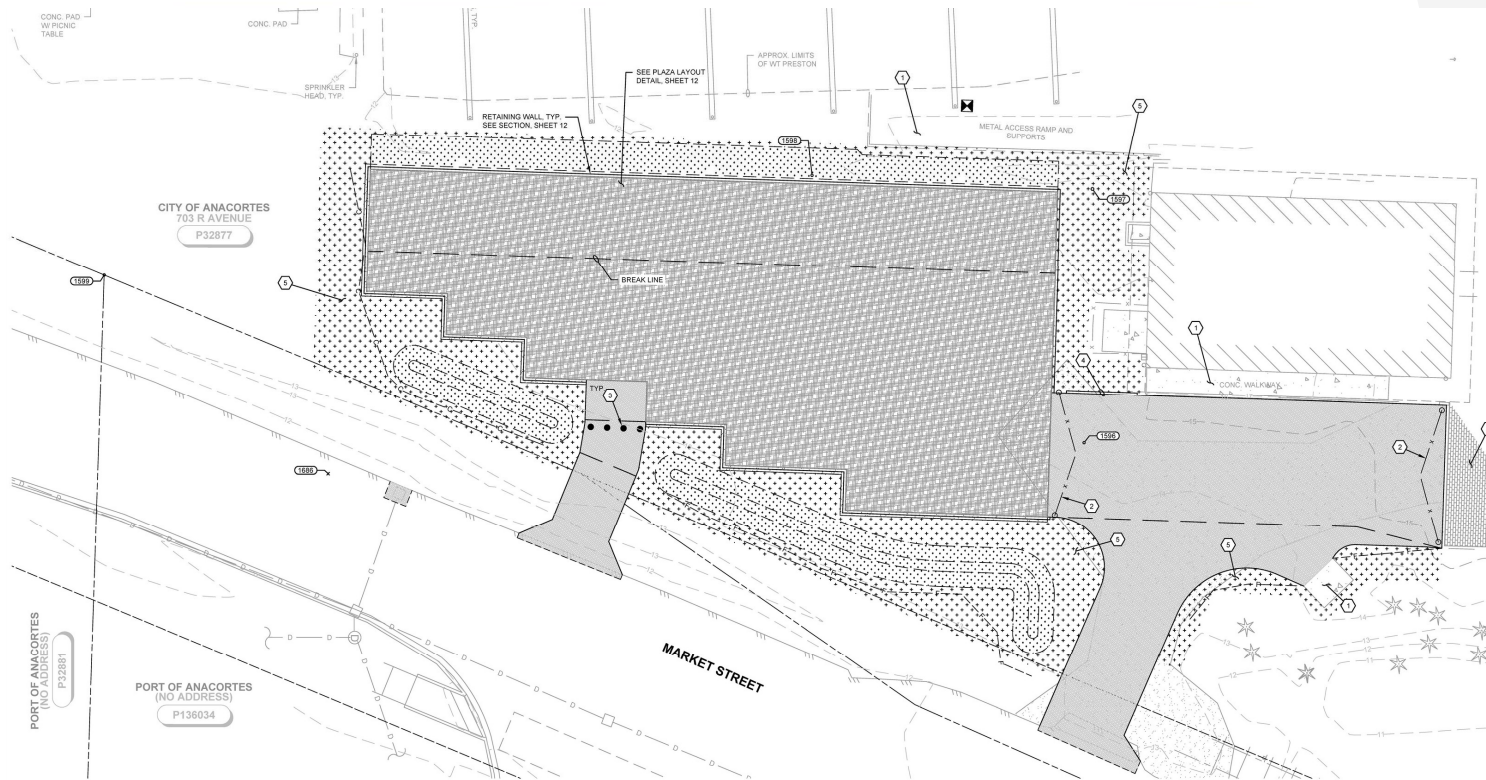
SCHEDULE A



Schedule A:
Concrete
Pad

Low Bid:
\$250,890.32

SCHEDULE B



Schedule B:
Interlocking
Pavers

Low Bid:
\$310,814.10

FUNDING SOURCES

Skagit County Economic
Development Grant: \$250,000

Real Estate Excise Tax: \$50,000

Total Budgeted: \$300,000

5





QUESTIONS ?





City Council Agenda Bill

February 2, 2026

Action Type: Ordinance

Item: 6.g.

Title: Ordinance 5008: Amending AMC 10.12.380 Parking — Prohibited by street segment

Staff Contact(s): Logan Lee

Approved for Submittal to Council by:

Greg Francioch
Darcy Swetnam
Steve Hoglund

Summary: This ordinance prohibits parking on the south side of 6th Street between M and O Ave, which is consistent with where parking has historically been prohibited by signage although the prohibition was not included in the code. This section of 6th Street is not wide enough to support two-way traffic with parking on both sides of the street, especially with turning bus traffic from O Ave.

Budget Impact:

N/A

Previous Action:

Recommended Motion: This is a first read.

Alternative Actions: Decline to approve.

Attachments (listed in order presented):

1. 260202 Ord 5008 re 6th street parking
2. 6th Street Parking Presentation

**City of Anacortes
Ordinance No. 5008**

**An Ordinance of the City of Anacortes, Washington, amending AMC Chapter
10.12.380 Regarding Parking—Prohibited by street segment.**

Whereas; the City of Anacortes is committed to ensuring the safe and efficient use of public roadways for motorists, pedestrians, and emergency service access; and

Whereas; the Anacortes Municipal Code (AMC) Section 10.12.380 identifies specific areas where parking is prohibited in order to promote traffic safety and circulation; and

Whereas; the analysis and recommendations for no-parking areas were developed by a transportation consultant retained by the City to evaluate roadway conditions and safety concerns; and

Whereas; a review of the roadway on 6th Street between O Avenue and M Avenue identified this street sections pavement widths and existing infrastructure do not safely accommodate on-street parking on both sides; and

Whereas; AMC Tables 19.52.040(A) and (B) provided the basis for evaluating pavement sections approximately 30 feet wide (measured curb to curb), including those with curbs and gutters on both sides, to assess their suitability for designation as no-parking areas; and

Whereas; the 30-foot street section threshold was used for evaluation, as it provides sufficient pavement width to accommodate one travel lane in each direction (approximately 11 feet per lane) and one parking lane (approximately 8 feet); and

Whereas; the proposed restrictions are consistent with existing restrictions on adjacent and nearby street segments, support predictable parking patterns, and promote traffic flow and safety; and

Whereas; City staff have reviewed these recommendations and determined them to be in the interest of public safety, efficient traffic circulation, and consistent with adopted roadway design standards;

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

Section 1. That Section 10.12.380 of the AMC is amended as shown in Exhibit A.

Section 2. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication.

PASSED and APPROVED this ____ day of _____, 2026.

CITY OF ANACORTES:

Ryan Walters, Mayor

Attest:

Steven D. Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Exhibit A

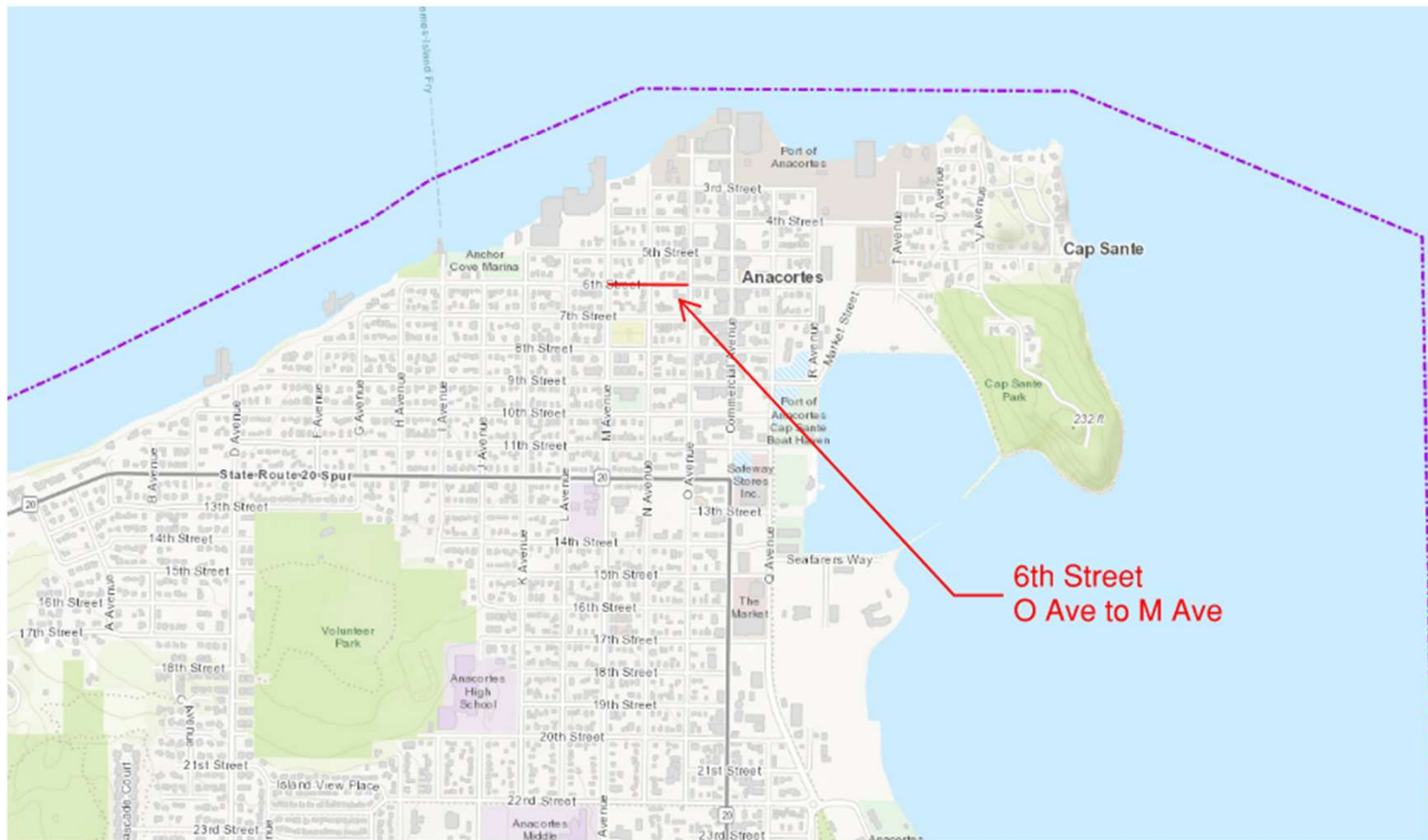
10.12.380 Parking—Prohibited by street segment.

It is unlawful to park a vehicle, or any part thereof, along the sides and segments of streets identified in Table 10.12.380-1.

Table 10.12.380-1

Street	Segment	Side
6th Street	Between H Ave and I Ave	Both
6th Street	Between M Ave and O Ave	South
7th Street	Between M Ave and O Ave	North
12th Street	Between A Ave and D Ave	South
20th Street	Between Commercial Ave and Q Ave	South
21st Street	Between Commercial and Q Ave	North
30th Street	Between east line of T Ave to the end of W Ave	Both
30th Street	Between Q Ave and R Ave	South
Beachwood Lane	Entirety	Both
Cabana Lane	Between Skyline Way and the west ROW line of the cul-de-sac at the west end of Hughes Lane	North
Commercial Ave	Between 30th and 35th Street	West
Ferry Terminal Road	Between Oakes Ave and the east end of the road	West
Ferry Terminal Road	Entirety	Both
G Ave	Between 7th and 8th Street	Both
H Ave	Between 6th Street and the alley between 6th and 7th Street	West
Harbor View Place	Between Oakes Ave and 675 ft south of Oakes Ave	Both
K Ave	Within the cul-de-sac south of 34th Street	Both

L Ave	Between 5th and 12th Street	West
M Ave	Between 7th and 8th Street	West
Meridian Place	Entirety	Both
Oakes Ave	Between Anacopper Mine Rd and Ferry Terminal Rd	North
Oakes Ave	Between Hartford Ave and Ferry Terminal Road	South
Q Ave	Between 11th Street and 13th Street	East
Q Ave	Between 13th and 14th Street	West
Q Ave	Between 17th Street and 20th Street	Both
Q Ave	Between 20th and 22nd Street	Both
Q-R Ave	Entirety	Both
R Ave	Between 7th and 9th Street	Both
Skyline Way	Between Kingsway and Cabana Lane	East
St. Mary's Drive	Between Fidalgo Ave and the north edge of the parcel at 712 Saint Mary's Drive	Both
T Ave	Between 22nd Street and 24th Street	Both
West 6th Street	Within the cul-de-sac east of Kansas Ave	Both







City Council Agenda Bill

February 2, 2026

Action Type: Ordinance

Item: 6.h.

Title: Ordinance 5020: Amending AMC 9.16.020 Aiming or discharging weapons

Staff Contact(s): Darcy Swetnam

Approved for Submittal to Council by:

Greg Francioch
Darcy Swetnam
Steve Hogleund

Summary: This ordinance would upgrade a weapons offense within the city limits from a misdemeanor to a gross misdemeanor, which is more in line with the punishment for similar crimes. For reference, a misdemeanor is punishable by up to 90 days in jail; a gross misdemeanor by up to one year in jail.

Budget Impact:

Previous Action:

Recommended Motion: This is a first read. Motion will be to adopt Ordinance 5020.

Alternative Actions: Decline to Adopt

Attachments (listed in order presented):

1. 260202 Ord 5020 re weapons

Ordinance No. 5020

An Ordinance Amending AMC Section 9.16.020 Regarding aiming or discharging weapons

Whereas AMC Section 9.16.020 describes the crime of aiming or discharging weapons;

Whereas the current penalty for illegal discharge of a firearm within the city limits is a misdemeanor;

Whereas discharge of a firearm within the city limits may have much more serious consequences than other misdemeanor crimes;

Whereas the penalty for illegal hunting of a big game animal (such as a deer) in the second degree under state law (RCW 77.15.140) is a gross misdemeanor;

Whereas the City Council considers the illegal discharge of a firearm within the city limits to be an offense at least as serious as illegal taking of a big game animal;

Whereas the City Council intends to change the penalty for violating Section 9.16.020 from a misdemeanor to a gross misdemeanor;

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

Section 1. AMC 9.16.020 is hereby amended as shown in Exhibit A.

Section 2. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication.

PASSED and APPROVED this ____ day of _____, 2026.

CITY OF ANACORTES:

Ryan Walters, Mayor

Attest:

Steven D. Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Exhibit A

9.16.020 Aiming or discharging weapons.

- A. It is unlawful for any person to:
 - 1. Aim any firearm, whether loaded or not, at or toward any human being;
 - 2. Willfully discharge any firearm;
 - 3. Willfully discharge an air gun, bow and arrow, sling shot, or like weapon in any places where persons or property might be unreasonably endangered thereby, whether or not injury or damage results.
- B. This section does not apply to:
 - 1. Police officers while in the discharge of their lawful duties;
 - 2. Persons exercising the right specified in RCW 9A.16.020;
 - 3. Persons continuing with best farm management practices currently in existence, including, but not limited to, the slaughtering or humane destruction of livestock or wildlife, or the hazing of wildlife or wildfowl in conformance with the requirements of the Washington State Fish and Wildlife Department, the U.S. Department of Agriculture, and the United States Fish and Wildlife Service;
 - 4. Persons discharging firearms loaded with blank cartridges for signal or ceremonial purposes in any athletic or sports event, recognized public event, any public ceremonial functions such as military funeral salutes, or by any memorial or military organizations or service groups for ceremonial purposes.
- C. A violation of this section is a gross misdemeanor.