



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

March 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. Finance Committee (Report)
 - b. Public Works Committee (Report)
4. **Public Comment**
 - a. [Participation Rules and Procedures](#)
5. **Consent Agenda**
 - a. Minutes of February 23, 2026 (Action)
 - b. Approval of claims in the amount of \$364,503.75 (Action)
 - c. Special Event: Anacortes Waterfront Festival Car Shows (Action)
 - d. Contract Award: Fiber Network Infill Project #26-105-FBR-001 (Action)
 - e. Contract Award: Downtown Anacortes Alliance 2026 Downtown Beautification and Main Street Support #26-095-PLN-001 (Action)
 - f. Contract Award: 2026 Anacortes Community Action Office & Care Specialist #26-096-PLN-001 (Action)
 - g. Contract Award: EvidenceOnQ - Evidence Management Software Subscription #25-266-APD-001 (Action)
 - h. Special Event: Open Streets (Action)
 - i. Special Event: Uncorked (Action)
6. **Other Business**
 - a. Interlocal Agreement 26-092-PRK-001 with Port of Anacortes for the 4th of July Fireworks Display Contribution (Discussion/Action)
 - b. Interlocal Agreement 26-109-APD-001 with Port of Anacortes for the Police Vessel

- 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](#).
- 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.

Moorage (Discussion/Action)

- c. Ordinance 5023: First Quarter Budget Amendment* (Discussion), (First Read)
- d. Ordinance 5024: Amending the Capital Facilities Plan* (Discussion), (First Read)
- e. Contract Award: Pedestrian Crossing Improvements #25-087-TRN-002 (Discussion/Action)
- f. Contract Award: Q Avenue Pedestrian Crossings #24-018-TRN-002 (Discussion/Action)

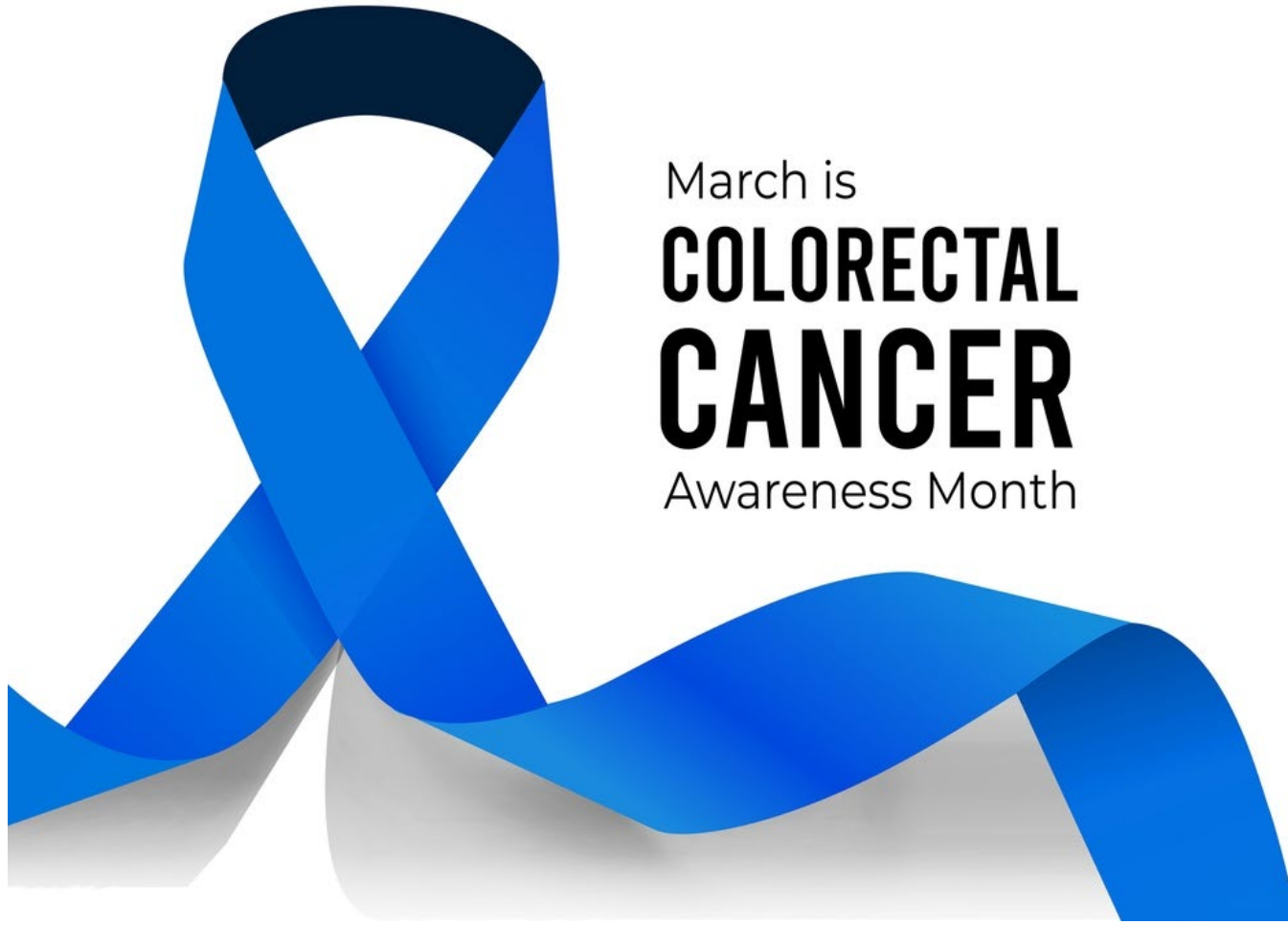
7. **Adjournment**

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March 2, 2026

City Council Meeting



March is
**COLORECTAL
CANCER**
Awareness Month

Dress in **Blue** Day
March 6, 2026

Parks and Recreation Open House

The community is invited to join Parks and Recreation staff to learn more about projects, ask questions, share your feedback and learn about funding sources.

March 10, 2026

6:00pm

Anacortes Senior Activity Center





**want
project
info?**

anacorteswa.gov/projects

Committee Reports

- Finance
- Public Works



Anacortes City Council Minutes - February 23, 2026

Call to Order

Mayor Ryan Walters called to order the February 23, 2026, Anacortes City Council meeting at 6:01 p.m. Councilmembers Marcia Hunt, Luke Currier, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and TJ Fantini were present.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Oath of Office

Councilmember Marcia Hunt

Finance Director and City Clerk Steve Hoglund administered the oath of office to Councilmember Marcia Hunt.

Announcements and Committee Reports

Mayor Walters made announcements on the following topics, referring to a slide presentation that was added to the packet materials for the meeting: [utility billing issues](#), the [Downtown Streetscapes survey](#), openings on city boards and commissions, the Anacortes Police Department Citizen Police Academy, and the city's new [Projects page](#) that provides consistent information to the public.

Proclamation: Recognizing March as Colorectal Cancer Awareness Month

Mr. Hoglund introduced Anita Isler, who spoke about her experience as a survivor of colon cancer and her organization, Colon Cancer Stars (www.colonstars.org). Ms. Isler advocated for early detection of colorectal cancer, citing statistics that show the disease is becoming more prevalent in younger age groups. Mayor Walters then read the proclamation recognizing March 6, 2026, as Dress in Blue Day and the month of March as Colorectal Cancer Awareness Month.

Parks and Recreation Committee

Mr. Fantini reported from the Parks and Recreation Committee meeting held February 19th. The topics discussed included the meals program for the Senior Activity Center for which the county will cease providing funding on July 1st. He then detailed an ongoing request for proposal effort led by the Northwest Regional Council to replace county funding for the program along with a pledge of support from the Senior Center Foundation, and donations received during the March for Meals program. The committee also discussed funding for the Senior Activity Center, which includes \$65,000 net annually from Skagit County. Additionally, the committee discussed the Ship Harbor boardwalk restoration project being undertaken in cooperation with the Port of Anacortes and the Samish Indian Nation, which is at 15% design. The city is actively pursuing grants to fund the project through the state Recreation and Conservation Office and the state Aquatic Lands Enhancement Account. He added that updates on this project and all other city projects can be found on the [Projects page](#) of the city website. The committee also discussed staffing that was reduced by one maintenance position and an increasing reliance on public donations for park repairs and maintenance. Other items discussed included the abandonment of a potential boat launch on Cranberry Lake, the West 6th Street park that will require private funding for realization, the impending contract award for the Ben Root Skate Park restroom and parking lot enhancement project, and the Depot Plaza expansion that is expected to be complete in May 2026. Finally, Mr. Fantini announced that there would be a Parks and Recreation Open house held at the Senior Activity Center on March 10th.

Public Comment

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

Wim Houppermans of south of Storvik Park in Anacortes, and a board member of Evergreen Islands, expressed a desire for the organization's inclusion in the Ship Harbor boardwalk restoration project.

Consent Agenda

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

a. Minutes of February 17, 2026

b. Approval of claims in the amount of \$433,774.51

The following vouchers/checks were approved for payment:

EFT numbers: 114924 through 114947, total \$226,294.86

Check numbers: 114948 through 114962, total \$210,276.04

Wire transfer numbers: 384610 through 384896, total \$21,158.29

Other Business

Anacortes Community Forest Lands Plan Review

Assistant Parks and Recreation Director Bob Vaux introduced the draft Anacortes Community Forest Lands Plan Review, referring to a slide presentation that was included in the packet materials for the meeting. He acknowledged Forest Advisory Board members Joann York-Gilmore, Kit Gerwels, and Brian Wetcher, who were present at the meeting, and thanked them for their work in updating the draft plan.

Discussion topics included:

- Trail access on the southern shoreline of Little Cranberry lake.
- Maximizing accessibility to the forest lands for all community members.
- The public comment process is never perfect.
- The timing of periodic reviews.
- Potability of water in Heart Lake, Whistle Lake and Little Cranberry Lake.
- Thanking volunteers and staff for work on the plan.

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

Public comment was given as follows:

Mark Nihart of Ward 2 in Anacortes spoke about a perceived lack of consideration of public comments in updating the Anacortes Community Forest Plan, proposing that the process be placed on hold until a more transparent process can be implemented.

Richard Mellon of Skyline in Anacortes, a member of Friends of the Forest and volunteer crew leader with the Washington Trails Association, spoke about the necessary resources for maintaining trails in the community forest lands, encouraging the council to consider providing appropriate ongoing financial support.

Wim Houppermans of Ward 2 in Anacortes and board member of Evergreen Islands asked for an additional public comment period for the draft plan.

Brian Wetcher of Forest Park Lane in Anacortes mentioned that there have been numerous occasions for public comment on the plan, referring the council to the established record and mentioning that the draft plan is well organized, clear and flexible and is empowered by the Comprehensive Plan. He asked the council to read the plan in order to better understand public comments.

Growth Management Hearings Board Appeals Update

City Attorney Darcy Swetnam provided a Growth Management Hearings Board appeals update, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Appreciation of the City Attorney's efforts to defend the city's interests.
- Right of appeal versus the costing of public funds to defend the city.
- Recovery mechanism for attorney's fees as the prevailing party.
- The amount of outside counsel fees is roughly equivalent to the 1% property tax increase for this year.

Executive Session

Potential Real Estate Transaction per RCW 42.30.110(1)(b)(30 minutes)

Mayor Walters announced that City Council and the City Attorney would convene in Executive Session per RCW 42.30.110(1)(b) for approximately 30 minutes to discuss a potential real estate transaction. The mayor advised that the regular meeting would then adjourn with no final action having been taken. Councilmembers TJ Fantini, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall, Luke Currier, and Marcia Hunt attended the executive session. At approximately 8:50pm the City Council returned from executive session with no action having been taken.

Adjournment

There being no further business, at approximately 8:50 pm, the Anacortes City Council meeting of February 23, 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 March 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
385057	10/16/2025	SUBINV001188	TRAFFIC & PARKING CONTROL CO	BLINKLINK SUBSCRIPTION FOR SCHOOL ZONE BEACON SYSTEM - 1/1/26 - 12/31/26	\$ 5,900.00	pw1
385022	12/22/2025	4974	SKAGIT 911	911 USER FEE AND LAW RADIO (1ST INSTALLMENT 2026)	\$ 99,284.60	apd
385182	12/31/2025	23494 - 7	H W LOCHNER, INC	Q AVENUE PEDESTRIAN CROSSINGS - DESIGN - 11/1/25-12/31/25	\$ 1,737.48	pw1
384965	1/1/2026	167582	ASSOCIATION OF WASHINGTON	2026 AWC WORKERS' COMP RETRO PROGRAM FEE	\$ 64,837.00	hr
385031	1/1/2026	2094	JOHN'S AUTO TOGGERY	BULID/INSTALL HOSE BED COVERS ON FIRE	\$ 4,948.30	medic
385183	1/19/2026	20369	WILSON ENGINEERING, LLC	WWTP PUMP STATION 16 RECONSTRUCTION - DESIGN - THROUGH 1/16/26	\$ 11,186.90	pw1
385055	1/21/2026	00176027	OMEGA MEDICAL MECHTRONICS	2026 WWTP GLASSWARE WASHER ANNUAL SERVICE	\$ 379.71	dwwtp
385164	1/21/2026	16623228	PAPE MACHINERY INC.	PARTS FOR EQUIP #420	\$ 11.77	dshop
385132	1/31/2026	090087001-0126	KIMLEY-HORN AND ASSOCIATES, IN	PASS LAKE 10-INCH WATERMAIN REPLACEMENT PROJECT - DESIGN - THROUGH 1/31/26	\$ 13,427.50	pw1
385065	1/31/2026	2983	SKAGIT CONSERVATION DISTRICT	NPDES PHASE II PUBLIC OUTREACH & EDUCATION - JANUARY 2026	\$ 954.98	pw1
385163	1/31/2026	34660847	KIMLEY-HORN AND ASSOCIATES, IN	ON-CALL TRANSPORTATION ENGINEERING SERVICES - THROUGH 1/31/26	\$ 4,232.50	pw1
385058	1/31/2026	CD_001340068	RINGCENTRAL INC	RINGCENTRAL VOIP SOFTWARE TELEPHONE SYSTEM - 1/28/26-2/27/26	\$ 4,510.78	infosys
385044	1/31/2026	January 2026 1378	GORDON THOMAS HONEYWELL	2026 LEGISLATIVE LOBBYING SERVICES	\$ 3,000.00	executive
384900	2/1/2026	052-0010-00	CITY OF ANACORTES	OPS: 01/01-01/31/26	\$ 2,238.22	dshop
385191	2/1/2026	6134868627	VERIZON WIRELESS	City Cell Phones 1/30-2/1/26	\$ 9,148.69	finance
385053	2/3/2026	1273	BE ENTERPRISES LLC	2026 JANITORIAL SERVICES - JANUARY 2026	\$ 9,522.25	pw1
385054	2/3/2026	1274	BE ENTERPRISES LLC	2026 WTP JANITORIAL SERVICES - JANUARY 2026	\$ 1,120.00	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
385185	2/5/2026	B20784677	SHI INTERNATIONAL CORP.	DUOSECURITY MULTI-FACTOR AUTHENTICATION LICENSE RENEWAL - 2/3/26-2/2/27	\$ 19,496.96	infosys
385184	2/6/2026	36877	TRANSCO GROUP USA, INC.	PEDESTRIAN ROADWAY CROSSING IMPROVEMENT PROJECT - DESIGN - THROUGH 1/31/26	\$ 4,119.12	pw1
385061	2/10/2026	16936	MATERIALS TESTING & CONSULTING	ON-CALL MATERIALS TESTING SERVICES - WWTP ADMIN BUILDING PROJECT	\$ 3,062.50	pw1
385063	2/10/2026	1845	OSBORN CONSULTING, INC	PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - THROUGH 1/31/26	\$ 9,717.50	pw1
384971	2/10/2026	26693	INDUSTRIAL RESOURCES, INC.	MAINTENANCE SUPPLIES - INCINERATOR	\$ 173.76	dwwtp
384973	2/11/2026	26704	INDUSTRIAL RESOURCES, INC.	MAINTENANCE SUPPLIES - PUMP STATION	\$ 1,062.60	dwwtp
384579	2/11/2026	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; JAN 2026	\$ 735.00	apd
385186	2/12/2026	1200801802	HDR ENGINEERING, INC	WASTEWATER TREATMENT PLANT OUTFALL - CONSTRUCTION MANAGEMENT - 12/28/25-1/24/26	\$ 4,536.30	pw1
384967	2/12/2026	INV-137662	TURF STAR WESTERN	PARTS FOR EQUIP #7003	\$ 186.22	dshop
384970	2/13/2026	15970	NORTHWEST CLEAN AIR AGENCY	WWTP - WA DOE OVERSIGHT FEE	\$ 136.15	dwwtp
385060	2/13/2026	1857	OSBORN CONSULTING, INC	17TH STREET DRAINAGE IMPROVEMENT PROJECT - DESIGN - THROUGH 1/31/26	\$ 8,118.07	pw1
384966	2/14/2026	350366	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 1,219.33	dshop
385189	2/15/2026	0001936	CITY OF BURLINGTON	DARK FIBER & RACK FEE, FEB 2026	\$ 500.34	fiber
385023	2/15/2026	325833	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER (JAN 2026)	\$ 217.50	apd
385133	2/15/2026	38986	ANCHOR QEA, INC	A AVENUE LANDFILL MATTER NO. 200	\$ 853.75	pw1
385059	2/16/2026	1868	OSBORN CONSULTING, INC	NPDES PERMIT COMPLIANCE SUPPORT SERVICES - THROUGH 1/31/26	\$ 6,091.00	pw1
384980	2/16/2026	332634	NORTHSTAR CHEMICAL INC.	PLANT CHEMICALS	\$ 3,146.17	dwwtp
385190	2/16/2026	INV2170000259	MOBILE COMMUNICATIONS AMERICA	WALL MOUNTS FOR FIBER MODEMS	\$ 842.33	fiber
384975	2/17/2026	9811299115	GRAINGER	MAINTENANCE SUPPLIES	\$ 105.49	dwwtp
385156	2/17/2026	CWS02-25/26	THE SALVATION ARMY	COLD WEATHER SHELTERING SERVICES - 12/18/25 - 2/9/26	\$ 7,549.01	plan
385161	2/17/2026	INV-021567	OVERHEAD DOOR CO	SUPPLIES FOR FACILITIES	\$ 146.88	pwfac

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385068	2/18/2026	2/18/26	STORWICK, RICHARD	ANTIQUE ENGINE STORAGE (FEB)	\$ 190.00	medic
384901	2/18/2026	90359296	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE PO 26-116	\$ 7,343.99	dwtp
385019	2/19/2026	2070191	LIFE ASSIST, INC	EXAM GLOVES, SYRINGES	\$ 77.93	medic
385056	2/19/2026	224561	GRANICUS, INC.	SMARTGOV TUNE UP	\$ 476.01	plan
385021	2/19/2026	393849A	BAY CITY SUPPLY	CLEANING SUPPLIES	\$ 45.70	medic
384977	2/19/2026	INV00967791	USA BLUE BOOK	LAB SUPPLIES	\$ 430.14	dwwtp
384964	2/19/2026	INV3142536	COPIERS NORTHWEST, INC	S/N 2YJ30356 LIBRARY FL1 TECH SERVICES COPIER 1/18-2/17/26	\$ 118.65	finance
385014	2/20/2026	004	CORLEY, VICKIE	KIDS ART CLASSES JANUARY AND FEBRUARY	\$ 1,065.00	pkrec
385169	2/20/2026	1100005329	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - IOC FLUORIDE 2026-02-10	\$ 35.00	dwtp
385167	2/20/2026	1872720	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES~	\$ 275.00	dwtp
385020	2/20/2026	1883	FIDALGO CLEANING	APD CLEANING & SUPPLIES 2/9-2/22/26	\$ 905.00	apd
385051	2/20/2026	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY - 1/8/26 - 2/7/26	\$ 512.10	dwtp
385025	2/20/2026	2070645	LIFE ASSIST, INC	EMERGENCY CRICOTHYROTOMY KIT	\$ 25.39	medic
384972	2/20/2026	26694	INDUSTRIAL RESOURCES, INC.	MAINTENANCE SUPPLIES - INCINERATOR	\$ 418.11	dwwtp
384969	2/20/2026	6134959401	VERIZON WIRELESS	WWTP EQUIPMENT CHARGES 1/2-2/1/26 742783490-00001	\$ 2,153.96	dwwtp
385170	2/20/2026	637689	HUGHES FIRE EQUIPMENT, INC.	PARTS FOR VEHICLE #222	\$ 91.84	dshop
385026	2/21/2026	00005W5A83086	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 2-21-26	\$ 30.51	apd
385052	2/23/2026	02200 C	DEPARTMENT OF HEALTH	2026 OPERATING PERMIT, OPERATOR CERT SYSTEM FEE	\$ 12,157.19	dwtp
385046	2/23/2026	101521	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - 6996 SAN JUAN HILL LN. FIDALGO BAY TO ANA .037 ACRES	\$ 176.60	finance
385045	2/23/2026	101522	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - 11962 CANYON RIDGE DR .1090 ACRES	\$ 20.60	finance
385176	2/23/2026	10881-1	ANACORTES TOWING, LLC	TOWING; APD CASE 26-A00662	\$ 169.73	apd
385174	2/23/2026	10883-1	ANACORTES TOWING, LLC	TOWING; APD CASE 26-A00708	\$ 176.26	apd
385178	2/23/2026	10896-1	ANACORTES TOWING, LLC	TOWING; APD CASE 26-A00792	\$ 195.84	apd
385177	2/23/2026	10904-1	ANACORTES TOWING, LLC	TOWING; APD CASE 26-A00887	\$ 169.73	apd
385175	2/23/2026	10908-1	ANACORTES TOWING, LLC	TOWING; APD CASE 26-A00919	\$ 169.73	apd

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385043	2/23/2026	109909	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - 8601 SOUTHRIDGE PLACE N FIDALGO WATER SERVICE	\$ 20.60	finance
385042	2/23/2026	112675	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - (0.0800 AC) N PUMP STATION	\$ 433.50	finance
385037	2/23/2026	113958	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - 7004 SUNRISE ESTATES DRIVE WATER RESERVOIR	\$ 439.50	finance
385171	2/23/2026	114-14197391	UNITED SITE SERVICES, INC	AVON ALLEN RD + SR 536 - 01/22/26-02/21/26	\$ 118.09	dwtpt
385036	2/23/2026	118208	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - DIKE 12 & DR 19 3.55 ACRES	\$ 53.64	finance
385035	2/23/2026	120563	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - 0.17 ACRES (DR19 DK12)	\$ 23.18	finance
385034	2/23/2026	120573	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - 4.08 ACREAGE ACCT (DR19)	\$ 17.62	finance
385159	2/23/2026	170022	SUMMIT LAW GROUP, PLLC	FIRE NEGOTIATIONS	\$ 18,774.50	hr
385033	2/23/2026	19056	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - 40,000 ACRES SE1/4 NE1/4	\$ 44.10	finance
385032	2/23/2026	19298	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - CAMPBELL LAKE RD	\$ 44.10	finance
385030	2/23/2026	19617	SKAGIT COUNTY TREASURER	2026 PROPERTY TAX - (0.0720 AC) BAT E1/4 C, SECTION 24, TOWNSHIP 34	\$ 439.50	finance
385029	2/23/2026	20029	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - 20 ACRES S1/2 SE1/4 NE1/4	\$ 20.60	finance
385028	2/23/2026	20134	SKAGIT COUNTY TREASURER	2026 PROPERTY TAX - (0.2500 AC) BAT SE C LT 22 BLK 3 SOUNDRVIEW TO SIMILK	\$ 433.50	finance
385131	2/23/2026	2071602	LIFE ASSIST, INC	SYRINGES, THERMOMETERS	\$ 557.60	medic
385134	2/23/2026	2072172	LIFE ASSIST, INC	ET TUBE INTRODUCER/BOUGIE	\$ 112.39	medic
385027	2/23/2026	21664	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - 0.3 ACRES (DK12)	\$ 24.09	finance
385067	2/23/2026	21746	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - 14453 RIVERBEND RD 13.6 DK 17 WTP	\$ 772.47	finance
385069	2/23/2026	32547	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - 9.3200 AC HAVEKOST RD	\$ 20.60	finance
385070	2/23/2026	33387	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - (2.1100 AC) TR 230X400 IN SE1/4 SE1/4 NW1/4-2 11AC	\$ 20.60	finance
385064	2/23/2026	60751	TIDRINGTON, CHUCK	2026 PROPERTY TAXES - LAKE CAMPBELL, LOTS 1 THRU 24 ETC.	\$ 20.60	finance
385062	2/23/2026	60752	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - LAKE CAMPBELL TO ANA BLK 13 ALL	\$ 20.60	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
385048	2/23/2026	60763	SKAGIT COUNTY TREASURER	2026 PROPERTY TAXES - LAKE CAMPBELL TO ANA BLKS 32 33 34 35	\$ 20.60	finance
385047	2/23/2026	60777	SKAGIT COUNTY TREASURER	2026 (0.0370 AC) FIDALGO BAY TO ANACORTES, ACRES 0.037, WATER	\$ 20.60	finance
385066	2/23/2026	700-0050-00	CREATIVE HUB & COFFEEHOUSE, _	UB Refund Cst #062536	\$ 218.00	finance
385188	2/24/2026	1275	BE ENTERPRISES LLC	PUBLIC RESTROOM MAINTENANCE	\$ 1,170.40	plan
385180	2/24/2026	1873596	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 254.00	dshop
385160	2/24/2026	474655654	GRAY, MATTHEW	DENTAL COPAY, LEOFF 1 RETIREE. WILLIAM ROSS	\$ 305.00	hr
385165	2/24/2026	7462104057	CARDINAL HEALTH 110, INC.	PHARMA: NACL, DILTIAZEM, ALBUTEROL.	\$ 298.61	medic
385192	2/24/2026	B20850857	SHI INTERNATIONAL CORP.	SMARSH - TEXT ARCHIVING MIGRATION FROM AT&T FIRSTNET TO VERIZON	\$ 1,918.49	infosys
385181	2/24/2026	February 2026	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - FEBRUARY 2026	\$ 2,000.00	apd
	Total				\$ 364,503.75	



City Council Agenda Bill

March 2, 2026

Action Type: Motion

Item: 5.c.

Title: Special Event: Anacortes Waterfront Festival Car Shows

Staff Contact(s): Stephanie Snyder

Approved for Submittal to Council by:

Stephanie Snyder

John Coleman

Summary: Corvette Car show on Saturday and Open Class Car Show on Sunday, running in conjunction with the Anacortes Waterfront Festival. The Festival this year will be held on June 6th & 7th, from 7:00am to 5:00pm.

Budget Impact:

\$1800 Lodging Tax allocation from the Tourism Promotion Fund.

Previous Action: Approved in 2025

Recommended Motion: Approve

Alternative Actions: Disapprove or modify

Attachments (listed in order presented):

1. 2026 Event Application
2. Waterfront Festival and Car Show map 2026
3. COA Indemnification Form Signed 2.11.2026



Special Event Application Processing

Administrator reviews the application for completeness. Administrator contacts the applicant to obtain any missing information and updates the application accordingly, including a legible copy of the Indemnification Agreement if that was not provided. It is recommended that the Administrator also verify that the applicant has entered phone and email correctly! Administrator then sets the target City Council date and routes the application for review by department heads.

View Anacortes Municipal Code [Chapter 7.04, Special Events](#)

Application

Application Date *

2/11/2026

Event Name *

Anacortes Waterfront Festival Car Shows

Event Type

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

Applicant/Organization Name *

Anacortes Chamber of Commerce and Majestic Glass
Corvette Club

Mailing Address *

1004 Commercial Ave. Box 534, Anacortes WA 98221

Event Contact Person *

Frank Depuy,, MGCC / Jesica Kiser Anacortes
Chamber

Event Contact Email *

jrlucke@aol.com

Event Contact Phone *

206-949-0533 MGCC or 928-606-6437 COC

Event Website

http://www.majesticglass.org/myweb7/code/car_show.htm

Estimated Number of Participants/Attendees *

350

Event Description *

Corvette Car Show on Saturday and Open Class Car Show on Sunday in conjunction with the Anacortes Waterfront Festival which is a family oriented event with booths, activities, entertainment, boat building contests, boat rides, etc.

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 *

6/6/2026

Time Event Starts *

7:00:00 AM

Date Event Ends *

6/7/2026

Time Event Ends *

5:00:00 PM

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.

6/6/2026

Time Street Closure Starts *

12:00:00 AM

Date Street Closure Ends *

6/7/2026

Time Street Closure Ends *

5:00:00 PM

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.

9th & O Ave. to North Basis Parking lot on Market St. and R Ave. from 9th to the W.T. Preston

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

[Waterfront Festival and Car Sh...](#) 833.14KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[COA Indemnification Form Sign...](#) 434.86KB

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

John Lucke for MGCC

Admin Review

Council Meeting Date *

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

3/2/2026

Staff Review Deadline *

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

2/23/2026

Administrator comments and conditions of approval

Partial road closure, does not appear to overlap road use of summer Farmers Market, commencing at WT Preston.

Insurance Certificate

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 *

None

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; bike patrol units if staffing allows

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 *

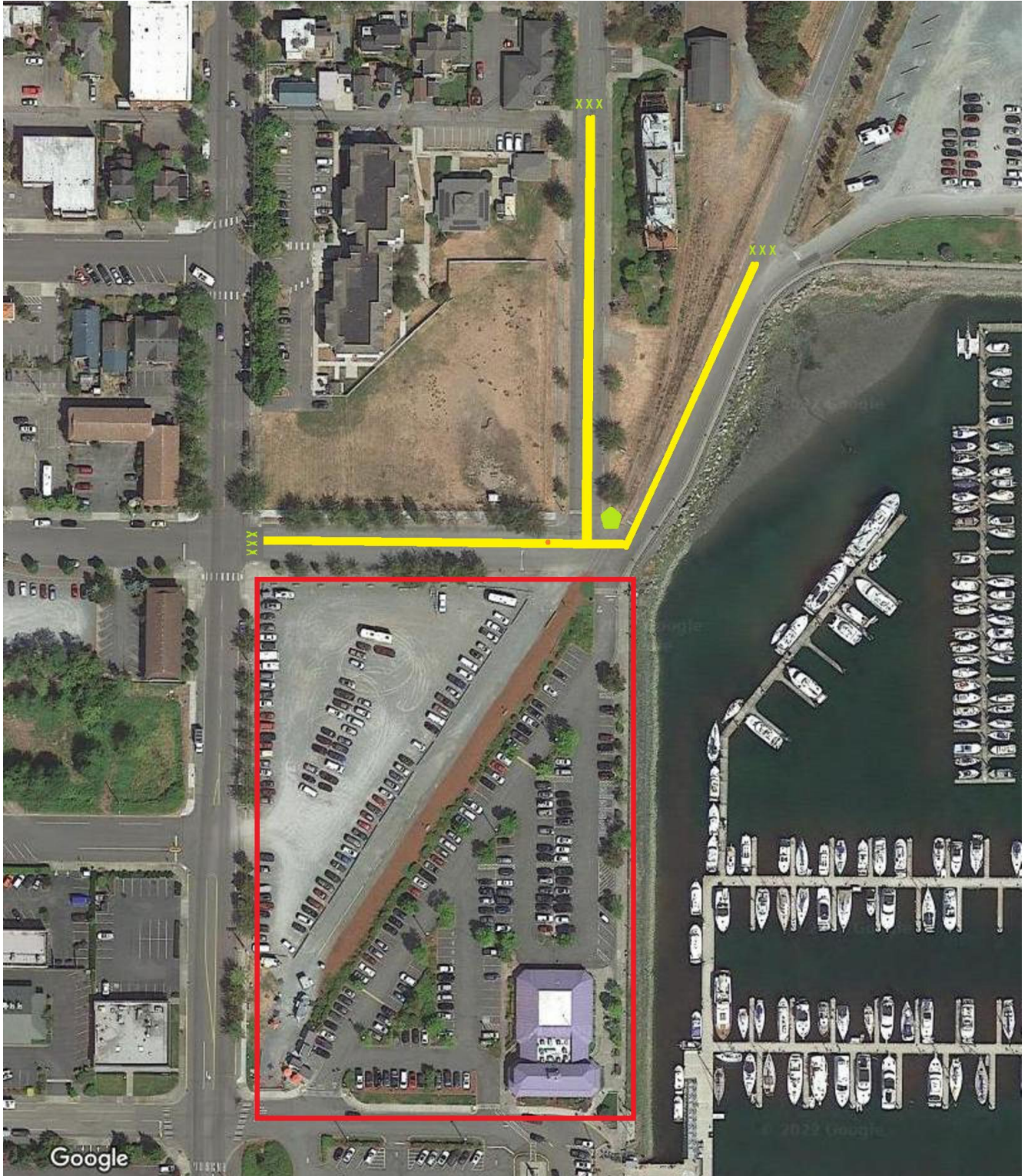
None

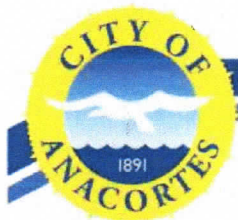
Departmental attachments

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

The area in RED outlines the Waterfront Festival and the YELLOW highlights the street closure area for the car show.

The GREEN X's signify barricade location and the GREEN  The port-a-potti location.





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: 2/12/2026

Frank DePuy, President MGCC

Name and Title – Printed

Signature

Jesica Kiser, President Anacortes Chamber

Name and Title – Printed

Signature



City Council Agenda Bill

March 2, 2026

Action Type: Contract Award

Item: 5.d.

Title: Contract Award: Fiber Network Infill Project #26-105-FBR-001

Staff Contact(s): John Norris, Jim Lemberg

Approved for Submittal to Council by:

Tiffany Matson

Jim Lemberg

Summary: City staff seeks City Council consent to award a contract in the amount of \$95,000.00 to SummitX Contractors Inc. to perform the Fiber Network Infill Project.

Background:

1. **History:** The Fiber Network Infill Project is necessary to complete previously unconstructed conduit segments that were not included in the original backbone deployment due to funding limitations, field conflicts, schedule constraints, or constructability challenges encountered during construction. The remaining segments represent locations not constructed during prior phases of the municipal fiber projects. This project addresses those previously omitted areas and completes the unfinished conduit segments, effectively filling gaps within the existing system. By installing these infill sections, the City will create a more continuous and fully interconnected conduit network, positioning the system for improved operational flexibility and future expansion.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$95,000.00.
 - The period of performance is for 200 calendar days from contract execution.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with SummitX Contractors Inc.

Budget Impact:

Contractor	SummitX Contractors Inc.
Contract Amount	\$95,000.00
Funding Source	Fund Balance/Reserve
In CFP?	No
Earmarked Funds	\$100,000.00
BARS #	001.260.594.32.63
Budget Amendment Required?	No
Start Date	Execution
End Date	200 days

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 26-105-FBR-001 with SummitX Contractors Inc. in the amount of \$95,000.00 to perform the Fiber Network Infill Project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 26-105-FBR-001



CONTRACT #26-105-FBR-001
AGREEMENT WITH
SUMMITX CONTRACTORS INC.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and SummitX Contractors Inc., a private contractor at 2018 R Ave, Anacortes, WA 98221 (herein after referred to as "Contractor").

PROJECT
FIBER NETWORK INFILL PROJECT

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to the installation of fiber optic conduit, vaults, and associated infrastructure required to complete previously unconstructed segments of the City's municipal fiber system. This project addresses remaining conduit gaps, missed segments, and strategic infill necessary to provide system continuity, redundancy, and future service expansion. Work may occur at multiple non-contiguous locations throughout the City as directed by the Project Manager. The work on this project shall be accomplished in accordance with the current edition of the Standard Specifications for Road, Bridge and Municipal Construction, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications, and the Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work. Work shall meet the standards of the City of Anacortes Engineering Standards which are hereby incorporated by reference and made a part hereof.

2. **Contract Price:** The Contractor will perform the scope of work above on a time and materials basis not-to-exceed **Ninety-Five Thousand Dollars (\$95,000.00)**, based on the unit prices below. This includes all labor, materials, standard freight, overhead, and sales tax for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.

ITEM	ITEM DESCRIPTION	SPEC.	UNIT	UNIT PRICE
1	Mobilization	1-09.7	LS	\$ 7,000.00
2	Project Temporary Traffic Control	1-10.5(1)	LS	\$ 6,000.00
3	Sawcutting	2-02.5SP	LF	\$ 0.75
4	Removing Cement Conc. Sidewalk	2-02.5SP	SY	\$ 1.00
5	Structure Excavation Cl. B, Incl. Haul	2-03.5	CY	\$ 10.00
6	Install Fiber Optic Conduit	8-20.5SP	LF	\$ 9.50
7	Install Small Fiber Optic Vaults	8-20.5SP	EA	\$ 1,100.00
8	Install Fiber Optic Drop Vault Handhole	8-20.5SP	EA	\$ 500.00
9	Crushed Surfacing Top Course	4-04.5	TON	\$ 5.00
10	Cement Conc. Sidewalk	8-04.5	SY	\$ 30.00
11	HMA CL. 1/2 In. PG58H-22	5-04.5SP	TON	\$ 260.00
12	Top Soil Type A	8-02.5SP	CY	\$ 5.00

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

4. **Period of Performance:** The Period of Performance is 200 calendar days from contract execution.

5. **Project Management:** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager John Norris, 360-293-1938.

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

7. **Contract Documents:** The Standard Specifications, Special Provisions, and City of Anacortes Engineering Standards are included in this Contract Agreement.

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

Owner:

City of Anacortes

Title

Date

Contractor:

SummitX Contractors Inc.

Title

Date

Contractor License #

INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

(January 22, 2024 COA GSP)

The work on this project shall be accomplished in accordance with the current edition of the *Standard Specifications for Road, Bridge and Municipal Construction*, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(May 1, 2013 COA GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, current edition
- Current City of Anacortes EDS Construction Standards
(<https://www.anacorteswa.gov/460/Engineering-Standards>)

Contractor shall obtain copies of these publications, at Contractor's own expense.

★ ★ IMPORTANT - PLEASE READ ★ ★

These Special Provisions *supplement*, add *new*, *replace*, or *modify* the combined Standard Specifications and Amendments. For clarification of the purpose of the sections provided, these Special Provisions have the following added section descriptors:

Supplement: Text supplements, slightly modifies, or adds clarification to the identified section of the Standard Specifications.

New: Item/specification is unique to this project and will not be found in the Standard Specifications.

Replacement: A replacement of the entire identified section or subsection of the Standard Specifications.

Modification: A replacement of the identified sentence or paragraph of the Standard Specifications.

DIVISION 1 – GENERAL REQUIREMENTS

DIVISION 1: To be used in its entirety and to include the following changes:

1-01 GENERAL REQUIREMENTS

1-01.3	Definitions (January 19, 2022 APWA GSP) (May 15, 2025 COA GSP)	Modification
---------------	---	---------------------

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete as indicated by notice issued by the Contracting Agency. For the purposes of the retainage statute ([RCW 60.28.011](#)), “completion of all contract work” is the same as “date of final acceptance” in the performance and payment bond statute ([RCW 39.08.010](#)).

Modify the following definitions:

Engineer - City Engineer

Project Engineer – City’s Project Manager

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Change Order

A document that details an addition, deletion, or revision to the Contract terms including Scope of Work, Contract Price, and/or Contract Times issued on or after the Effective Date of the Contract. A Change Order does not obligate the parties until a Contract Modification is fully executed by all parties.

Contract Bond

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents.

Contract Documents

See definition for “Contract”.

Contract Modification

A Contract Modification may include one or more Change Orders and must be fully executed by both parties before it obligates the Contractor to render services, or the City to pay for services rendered, in excess of the original contract amount.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Field Order

City of Anacortes Project Manager can issue a Field Order which requires minor changes in the Work that will be charged to the Minor Changes bid line item.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders (January 24, 2011 APWA GSP)

Replacement

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2 Plans and Specifications (June 27, 2011 APWA GSP)

Replacement

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Invitation to Bid (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.3 Execution of Contract (July 8, 2024 APWA GSP, Option A) (January 16, 2026 COA GSP)

Modification

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for electronic signature through DocuSign by the successful bidder. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within **10** calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of **5** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bonds
(July 23, 2015 APWA GSP)
(March 10, 2023 COA GSP)

Modification

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment bond and performance bond each for the full contract amount. The bonds shall:

1. Be on Contracting Agency-furnished forms;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.4(1) Retainage in Lieu of Contract Bond
(May 17, 2018 APWA GSP)
(January 22, 2024 COA GSP)

Modification

For contracts of \$150,000 or less, the Contractor may request the Contracting Agency to retain ten percent (10%) of the contract amount in lieu of furnishing a performance and/or payment bond. The request is subject to the approval of the City Attorney, or designee. If approval is given for this option, the retainage shall be held for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise the Contracting Agency in writing of the Contractor's request to authorize retainage in lieu of a bond, at the time of execution of the Contract.

In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on their part, and shall indemnify and save harmless the Contracting Agency, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided above; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

1-03.7 Judicial Review
(December 30, 2022 APWA GSP)

Replacement

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

1-04 SCOPE OF WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(December 30, 2022 APWA GSP)

Modification

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and;
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes
(January 19, 2022 APWA GSP)
(May 15, 2025 COA GSP)

Modification

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

The following paragraphs are added at the end of Section 1-04.4:

City of Anacortes Procedures for Changes:

Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Contract Modification.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Contract Modification.

Field Orders: Under the bid line item "Minor Changes" the City of Anacortes Project Manager can issue a Field Order which requires minor changes in the Work that will be charged to the Minor Changes bid line item. The Field Order will be signed by the Contractor, City Project Manager, and City Engineer and saved with the project documents. The Contractor will be provided a copy of the completed Field Order.

Change Orders: Change Order details an addition, deletion, or revision to the Contract terms including Scope of Work, Contract Price, and/or Contract Times issued on or after the Effective Date of the Contract. Per RCW 39.04.360 the City will issue a Change Order through a Contract Modification no later than 30 days after completion of any additional work or portion of any additional work. When the City's Project Manager determines a Change Order is required the Project Manager will present a draft to the City Engineer for review. If the City Engineer approves the Change Order the Project Manager will then submit a contract request form to the City's Legal Department with the Change Order and any related documentation attached. The City's Legal Department will then issue a Contract Modification which will incorporate the Change Order documentation. A Change Order does not obligate the parties until a Contract Modification is fully executed by all parties.

Contract Modifications: Contract Modification may include one or more Change Orders and must be fully executed by both parties before it obligates the Contractor to render services, or the City to pay for services rendered, in excess of the original contract amount. A Contract Modification must be approved and signed as required by Anacortes Municipal Code. An executed Contract Modification and incorporated Change Orders shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays, related to Work either covered or affected by the change.

In the event of any conflict, discrepancy, or perceived inconsistency among any of the terms and conditions in the Contract Documents and the City of Anacortes Procedures for Changes, the City of Anacortes Procedures for Changes shall control.

1-04.4(1) Minor Changes

Replacement

(May 30, 2019 APWA GSP)
(May 15, 2025 COA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for minor changes may be made under the Bid item "Minor Change" up to the dollar amount entered on the bid form. At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time. Under this line item the City of Anacortes Project Manager can issue a Field Order which requires minor changes in the Work that will be charged to the Minor Changes bid line item. The Field Order will be signed by the Contractor, City Project Manager, and City Engineer and saved with the project documents. The Contractor will be provided a copy of the completed Field Order.

1-04.6 Variation in Estimated Quantities

Modification

(December 30, 2022 APWA GSP, Option B)

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for contract work may be adjusted as described herein:

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviation from Plans and Stakes

Supplement

(April 22, 2025 APWA GSP, Option D)

This Section is supplemented with the following:

Contractor Surveying – ADA Features

ADA Feature Staking Requirements

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, and grades necessary for the construction of the ADA features. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. The Contractor shall build the ADA features within the specifications in the Standard Plans and contract documents.

ADA Feature Contract Compliance

The Contractor shall be responsible for completing measurements to verify all ADA features comply with the Contract in the presence of the Engineer.

ADA Feature Measurements

The Contractor shall be responsible for providing the latitude and longitude of each ADA feature as indicated on the ADA Post Inspection Form(s) (WSDOT Form 224-020LP).

The completed ADA Post Inspection Form(s) (WSDOT Form 224-020LP) shall be submitted as a Type 3 Working Drawing and transmitted to the Engineer within 30 calendar days of completing the ADA feature. After acceptance, the Contracting Agency will retain the final form(s) for their records.

Payment

Payment will be made for the following bid item that is included in the Proposal:

“ADA Feature Surveying”, lump sum.

The lump sum Contract price for “ADA Feature Surveying” shall be full pay for all the Work as specified.

In the instance where an ADA feature does not meet accessibility requirements, all work to replace non-compliant work and then to measure, record the measurements, and transmit the electronic forms to the Engineer shall be completed at no additional cost to the Contracting Agency.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection

(October 1, 2005 APWA GSP)

Replacement

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the

Contractor giving the reasons therefore.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.12 Final Acceptance

(January 22, 2024 COA GSP)

Replacement

Delete this section and replace it with the following:

The following events must occur before the City will issue Final Acceptance:

- a. The physical Work on the project must be complete and accepted by the Project Manager; and
- b. The Contractor must submit to the City, and secure City approval of, all documentation required by the Contract and required by law, including but not limited to:
 - i. Invoices for all Work;

- ii. All Statements of Intent to Pay Prevailing Wages and Affidavits of Prevailing Wages Paid are approved by L&I for the Contractor and all Subcontractors; and
- iii. Any additional documentation required by the Contract.

The Contractor must perform all the obligations under the Contract before a Completion Date and final acceptance can occur. Failure of the Contractor to perform all the obligations under the Contract shall not bar the Contracting Agency from unilaterally accepting the Contract as provided in [Section 1-09.9](#). The Contracting Agency accepts the completed Contract and the items of Work issuing a Notice of Final Acceptance signed by the Public Works Director. Progress estimates or payments shall not be construed as acceptance of Work under the Contract.

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against all claims or loss resulting from the failure of the Contractor or subcontractors to pay all laborers, mechanics, subcontractors, material persons, or others who provides labor, supplies, or provisions for carrying out the Work or for payments required for unemployment compensation under [Title 50 RCW](#) or for industrial insurance and medical aid required under [Title 51 RCW](#).

Final acceptance shall not constitute acceptance of unauthorized or defective work or material. The Contracting Agency shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of all unauthorized or defective work or material or from recovering damages for any such work or material.

Add the following new section:

1-05.12(1) One-Year Guarantee Period
(March 8, 2013 APWA GSP)

New

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.13 Superintendents, Labor and Equipment of Contractor
(August 14, 2013, APWA GSP)

Modification

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(January 4, 2024, AWP A GSP)
(January 22, 2024 COA GSP)

Modification

Revise the second paragraph to read:

All correspondence shall be directed to the City of Anacortes Project Manager. All correspondence from the Contractor constituting any notification, Notice of Protest, Notice of Dispute, or other correspondence constituting notification required to be furnished under the contract, must be in paper format, hand delivered or sent via mail delivery service with return receipt requested to the Project Manager's office. Electronic copies such as e-mails or electronically delivered copies or correspondence will not constitute such notice and will not comply with the requirements of the contract.

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

New

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-06 CONTROL OF MATERIAL

1-06.1(4) Fabrication Inspection Expense
(April 22, 2025 APWA GSP)

Modification

Section 1-06.1(4) is revised to read:

The Contracting agency will not deduct from monies due to the Contractor, Contracting Agency expenses for plant approval and fabrication acceptance inspection.

Items requiring plant approval and fabrication inspection are listed in Table 1.

Table 1 Items Requiring Plant Approval and Fabrication Acceptance Inspection	
Anchor Bolts (ASTM A449 & F1554 Grade 105)	Precast Concrete Traffic Barrier
Anchor Cables and Components	Precast Concrete Vaults (Electrical, Utility, Drainage, etc.)
Bridge Bearings (Cylindrical, Disc, Fabric Pad, Low Rise, Pin, Pendulum, and Spherical)	Precast Concrete Girders and Precast Bridge Components
Cattle Guards	Prestressed Concrete Girders
Coated Piling and Casing	Prestressed Concrete Panels
Epoxy-Coated Reinforcing Steel	Precast Reinforced Concrete Box Structures
Fabricated/Welded Miscellaneous Metal Drainage Items: Grate Inlets, and Drop Inlets	Precast Reinforced Concrete Split Box Structures
Longitudinal Seismic Restrainers	Precast Reinforced Concrete Three Sided Structures
Metal Bridge Railing and Handrail	Prestressed Concrete Piles
Metal Castings for Concrete Drainage, electrical, and Utility Items	Retrofit Guardrail Posts with Welded Base Plates
Modular Expansion Joints	Signal Standards
Paint & Powder Coating Facilities for Table 1 items	Signing Material
Precast Concrete Bridge Deck Panels	Sign Structures – Cantilever, Sign Bridge, and Bridge Mounted, Roadside Type PLT/PLU
Precast Concrete Catch Basins, Manholes, Inlets, Drywells, and Risers	Soldier Piles
Precast Culvert, Storm Sewer, and Sanitary Sewer Pipe	Steel Bridges and Steel Bridge Components
Precast Concrete Floor Panels	Steel Column Jackets
Precast Concrete Junction Boxes, Pull Boxes, Cable Vaults	Steel Light Standards, and High Mast Light Poles
Precast Concrete Marine Pier Deck Panels	Strip Seal Expansion Joints
Precast Concrete Pier Caps	Structural Steel for Ferry Terminal Berthing, Pedestrian and Vehicle Loading Structures
Precast Concrete Retaining Walls, including Lagging Panels	Timber Bridges
Precast Concrete Roof Panels	Treated Timber and Lumber 6 inch by 6 inch or larger
Precast Concrete Structural Earth Walls, Noise Barrier Walls, Wall Panels, and Wall Stem Panels	Welded Structural Steel (Miscellaneous)

Initial plant inspections are required as follows in Table 2.

Table 2 Items Requiring Initial Plant Approval Only	
Epoxy Coating of Dowels and Tiebars for Concrete Pavement	Precast Concrete Blocks for Structural Earth Walls
Guardrail Posts and Blocks	Steel Pipe Piling

1-06.6 Recycled Materials

Replacement

(January 4, 2016 APWA GSP)

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

Supplement

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Tax

Replacement

(June 27, 2011 APWA GSP)

Delete this section, including its sub-sections, in its entirety and replace it with the following:

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.9(5)A Required Documents

Replacement

(July 8, 2024 APWA GSP)

This section is revised to read as follows:

All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and to the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. When apprenticeship is a requirement of the contract, include in PWIA all apprentices.

1-07.11(2) Contractual Requirements

Modification

(November 25, 2024 APWA GSP)

Delete item 11 of the first paragraph of Section 1-07.11(2).

1-07.13 Contractor's Responsibility for Work

1-07.13 (4) Repair of Damage

(August 6, 2001 WSDOT GSP)

Modification

This section shall be revised to read as follows:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.16 (1) Private/Public Property

(March 2007, COA GSP)

Supplement

This Section is supplemented with the following:

The Contractor shall keep the Work site, staging areas, and Contractor's facilities clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the Work and before the Physical Completion Date, the Work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance in conformance with the condition of the site prior to the commencement of the Work.

Roadway Protection

Only equipment with rubber tires or smooth tracks shall be allowed on road surfaces, which are not to be reconstructed as a part of the Work. Tracks with cleats or other devices which damage the road surface will not be allowed. All outriggers shall be equipped with street pads.

Private Improvements within the Right-of-Way

Private improvements exist within the right-of-way. The Contractor shall not damage or disturb any such improvements unless specifically noted on the Plans or directed by the City of Anacortes Project Manager or Project Inspector. Removal of such items shall be in accordance with Section 2-01 of the Contract Provisions.

1-07.17 Utilities and Similar Facilities

(April 2, 2007 WSDOT GSP)

Supplement

This Section is supplemented with the following:

Locations and dimensions shown on the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Ziply Fiber: Michael Merrill
Cell: 615-719-0199
Dennis Keller
Cell: 425-238-1078

Comcast Cable: Casey Jones
400 Sequoia Drive
Bellingham, WA 98226
(425) 508-7335

Cascade Natural Gas
Addam Sad
1520 South 2nd Street
Mount Vernon, WA 98273
(360) 336-3866

City of Anacortes: WiL Ludemann
Water, Street, Sewer, Storm & Fiber Optic
904 6th Street
Anacortes, WA 98221
(360) 293-1921

PSE: Jane Major
1329 State Street
Bellingham, WA 98225
(360) 766-5571

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

(January 4, 2024 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.
- I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall

be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. 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 Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-07.24 Rights of Way

(April 22, 2025 APWA GSP)

Replacement

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made as described below.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours' notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new sections:

1-08.0 Preliminary Matters **New** (May 25, 2006 APWA GSP)

1-08.0(1) Preconstruction Conference **New** (July 8, 2024 APWA GSP) (May 20, 2014, COA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.
4. To review DBE Requirements, Training Plans, and Apprenticeship Plans, when applicable.
5. To establish normal working hours for the work;
6. To review safety standards and traffic control; and
7. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval.

1-08.0(2) Hours of Work **New** (December 8, 2014 APWA GSP) (January 24, 2018, COA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than noon on the working day prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's

- material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
 3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
 4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1(7)A Payment Certification

(November 25, 2024 APWA GSP)

Modification

Delete this section and replace it with the following:

1-08.1(7)A VACANT

1-08.1(8)B Clauses Required in Subcontracts of All Tiers

(November 25, 2024 APWA GSP)

Modification

Delete item 8 of the second paragraph of Section 1-08.1(8)B.

1-08.3(2)A Type A Progress Schedule

(December 30, 2022 APWA GSP)

Replacement

Revise this section to read:

The Contractor shall submit ***1*** copy of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Replacement

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor

shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion
(November 25, 2024 APWA GSP, Option A)
(August 11, 2025 COA GSP)

Modification

Revise the third and fourth paragraphs to read:

Contract time shall begin as detailed in the Notice to Proceed issued by the City.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
 - g. Property owner releases per Section 1-07.24

1-08.7 Maintenance During Suspension
(October 03, 2023 COA GSP)

Modification

Revise the second paragraph to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public use during suspension (as required in Section 1-07.23 or the Special Provisions). This may include a temporary road or detour.

1-08.9 Liquidated Damages
(March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

$$LD=0.15C/T$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-9 MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment (November 25, 2024 APWA GSP, Option B)

Modification

Revise item 4 of the fifth paragraph to read:

4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027LP, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

1-09.2(5) Measurement (December 30, 2022 APWA GSP)

Modification

Revise the first paragraph to read:

Scale Verification Checks – At the Engineer's discretion, the Engineer may perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

1-09.9 Payments (July 8, 2024 APWA GSP, Option B)

Modification

Delete the fourth paragraph and replace it with the following:

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.9 Payments

Supplement

(July 8, 2024 APWA GSP, Option A)

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

1-09.11(3) Time Limitation and Jurisdiction

Replacement

(December 30, 2022 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13(3)A Arbitration General

Modification

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-09.13(4) Venue for Litigation

Modification

(December 20, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all

records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2(1) General

(October 3, 2022 WSDOT GSP)

Supplement

This Section is supplemented with the following:

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98348
(360) 297-3035
<https://www.nwlett.edu>

Evergreen Safety Council
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778
<https://www.esc.org>

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701
<https://atssa.com/training>

Integrity Safety
13912 NE 20th Ave.
Vancouver, WA 98686
(360) 574-6071
<https://www.integritysafety.com>

US Safety Alliance
(904) 705-5660
<https://www.ussafetyalliance.com>

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
<https://www.kndservices.net>

1-10.3(3)A Construction Signs

(April 14, 2021 COA GSP)

Supplement

This Section is supplemented with the following:

In areas where the Contractor wishes to enforce no parking restrictions "No Parking" signs with the times and dates of enforcement shall be posted no later than 72 hours prior to the beginning of the no parking restrictions.

1-10.5(1) Lump Sum Bid for Project (No Unit Items)

(October 3, 2023 COA GSP)

Supplement

This Section is supplemented with the following:

The lump sum Contract payment for "Project Temporary Traffic Control" shall be full pay for all costs for "No Parking" sign installation and maintenance.

DIVISION 2 – EARTHWORK

DIVISION 2: To be used in its entirety and to include the following changes:

2-01 Clearing, Grubbing, and Roadside Cleanup

2-01.1	Description (March 13, 1995, WSDOT GSP)	Supplement
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Section 2-01.1 is supplemented with the following:

Clearing and grubbing on this project shall be performed within the following limits:

*** Within the excavations limits shown on details and cross section on the plans. ***

2-01.5	Payment (August 7, 2017, WSDOT GSP)	Modification
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The first and second paragraphs of Section 2-01.5 are revised to read:

Payment will be made for the following bid items when they are included in the proposal:

All costs for clearing and grubbing on this project shall be included in the *** other Work covered by the contract ***.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3(3)	Removal of Pavement, Sidewalks and Curbs (February 2001, COA GSP)	Modification
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This section shall be revised as follows:

“1. Haul broken-up pieces to an approved dumpsite.”

2-02.3(4)	Saw cutting (March 2007, COA GSP)	New
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Description

Saw cutting for asphalt and concrete streets.

Construction Requirement

The saw cutting shall be done in accordance with the current City of Anacortes Public Works Engineering Standards and current DOE requirements. The Contractor performing the saw cutting shall, at the time of cutting, vacuum the hazardous material and dispose of properly. The slurry is not allowed to enter into the City's Storm Water Conveyance System. The Contractor performing this task will be responsible, at no expense to the City of Anacortes, for costs and delays associated with emergency clean-up requirements by the City of Anacortes or other regulatory agencies.

It is the Contractors responsibility to maintain the asphalt edge between the excavation work and the actual paving time.

Saw cutting assumes up to 8-inches of concrete thickness and up to 7-inches of asphalt thickness.

2-02.4	Measurement	Supplement
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Section 2-02.4 is supplemented with the following:

(September 8, 1997, WSDOT GSP)

Pavement removal will be measured by the square yard.

Curb removal will be measured by the linear foot.

(October 25, 1999, WSDOT GSP)

Sidewalk removal will be measured by the square yard.

(March 2007, COA GSP)

Saw cutting shall be measured by the linear foot.

2-02.5 Payment

Modification

Section 2-02.5 is revised by the following:

(August 7, 2017, WSDOT GSP)

Payment will be made for the following bid item when it is included in the proposal.

All costs for the removal of structures and obstructions shall be included in *** Structure Excavation Cl. B, Incl. Haul***.

Section 2-02.5 is supplemented with the following:

(September 30, 1996, WSDOT GSP)

"Removing *** Asphalt Conc. *** Pavement", per square yard.

(November 3, 1999, WSDOT GSP)

"Removing *** Cement Conc. *** Sidewalk", per square yard.

(March 2007, COA GSP)

"Saw cutting" per linear foot, shall be full compensation for all materials, labor, tools, and equipment necessary to saw cut the existing concrete or asphalt. It shall also include the treatment and disposal of all water used in this operation, in compliance with regulatory requirements.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

Supplement

(March 2007, COA GSP)

This section shall be supplemented with the following:

"Roadway Excavation", "Unsuitable Foundation Excavation", "Trench Excavation" and "Removal of Structures and Obstruction" as defined in the Standard Specifications, performed under this contract shall be considered as "Structure Excavation Cl. B, Incl. Haul".

2-09 STRUCTURE EXCAVATION

2-09.3(1)E Backfilling

Modification

(February 2004, COA GSP)

This section shall be modified to change the mix design for Control Density Fill. The mix design for the City of Anacortes is:

Pea Gravel.....50%

Sand.....50%

Cement.....1 sack per Cubic Yard

When ordering the Control Density Fill it needs to be ordered dry. The amount of water used to clean the barrel of the cement truck from the previous delivery allows the amount water needed to mix with the Control Density Fill for delivery. Additional water can be added, if necessary to allow the CDF mixture to flow better out of the truck.

2-09.3(4) Construction Requirements, Structure Excavation, Class B

Supplement

(March 2007, COA GSP)

This section is supplemented with the following:

The Contractor shall perform all excavation encountered within the limits of the project, to the lines, grades, and elevations indicated and as specified herein. Excavated material such as asphalt, concrete, subgrade material and native material shall be disposed of by the Contractor.

Structure Excavation, Class B shall include all material removed (including misc. asphalt & concrete to make room for improvements. Groundwater may be encountered within the project boundary.

All trench excavations shall be backfilled by the end of each working day. All trenches not patched with HMA shall be monitored and maintained on a daily basis. Any gravel migrating out of the trench shall be

swept and any gravel used to replace trenches resulting in a dip between backfilling and paving shall be the responsibility of the Contractor. Access to driveways shall be maintained to the maximum extent feasible and any blockages shall be coordinated with the residents by the Contractor.

2-09.4 Measurement
(*****)

Supplement

This section shall be supplemented with the following:

Only one determination of the original ground elevation will be made on this project. Measurement for excavation will be based on the original ground elevations recorded previous to the award of this contract.

If discrepancies are discovered in the ground elevations which will materially affect the quantities of earthwork, the original computations of earthwork quantities will be adjusted accordingly.

Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method or by the finite element analysis method utilizing digital terrain modeling techniques. Finish ground elevations used for earthwork quantities will be based on information derived from the project design. The quantity to be paid for on this project shall be the quantity shown in the Proposal, unless changes are made in accordance with Section 1-04.4 which affect this quantity. The quantity shown in the Proposal will be adjusted by the amount of the change and will be paid for as specified in Section 1-04.4.

2-09.5 Payment
(*****)

Modification

The fifteenth paragraph of Section 2-09.5 is deleted.

(*****)

All costs for the removal of structures and obstructions shall be included in the unit cost per cubic yard for "Structure Excavation Cl. B, Incl. Haul".

DIVISION 5 – CEMENT CONCRETE PAVING

DIVISION 5: To be used in its entirety and to include the following changes:

5-04 HOT MIX ASPHALT

(July 18, 2018 APWA GSP)

Replacement

Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)

(As noted in 5-04.3(5)C for crack sealing)

Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01.
Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL

If the contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design – Obtaining Project Approval

No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, pre-level, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & sig-nature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.**

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
 - a. A mechanical sampling device attached to the HMA plant.
 - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless other-wise required by the contract.

Where an MTD/V is required by the contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature

throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Pre-leveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of pre-leveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across pre-leveled areas by the compaction equipment. Equipment used for the compaction of pre-leveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a

thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater.

Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any

overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

- A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
- B. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1"	0.35 feet
HMA Class ¾" and HMA Class ½"	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class ⅜"	0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (V_a), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, V_a	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

- a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", $\frac{3}{4}$ ", $\frac{1}{2}$ ", and $\frac{3}{8}$ " sieves	+/- 6%	+/- 8%
No. 4 sieve	+/- 6%	+/- 8%
No. 8 Sieve	+/- 6%	+/- 8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.
2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.
 - a. **Aggregates** – 2 percent for the aggregate passing the $1\frac{1}{2}$ ", 1", $\frac{3}{4}$ ", $\frac{1}{2}$ ", $\frac{3}{8}$ ", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
 - b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	Facto

	r "f"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, Va. The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the

algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the

relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each subplot, with one test per subplot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for

the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PFI for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than $\frac{1}{2}$ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application procedure.

Construct the bridge paving joint seal as specified on the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

5-04.3(12)B2 Paved Panel Joint Seal

Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than $\frac{1}{8}$ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than $\frac{1}{4}$ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing (Milling) Bituminous Pavement

The planning plan must be approved by the Engineer and a pre planning meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:
 - a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
 - b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
 - c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
 - d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
 - e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA Supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:
 - a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.

- c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
 - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
 - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
- a. When to start applying tack and coordinating with paving.
 - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
 - c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
 - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
 - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

Add the following new section:

5-04.3(22) Temporary Asphalt Patching

New

(*****)

Description:

During the course of construction, it may be necessary to provide improved temporary vehicle and/or pedestrian access within the project limits. Such temporary access shall be provided by temporarily patching trench crossings or other areas until such time as the permanent surface restoration is installed.

Construction Requirements:

The temporary patches shall be placed at crossings and intersections only, or as directed by the City of Anacortes Publics Works Inspector or Project Manager.

This material will be furnished, placed, compacted, and removed and waste hauled at various locations throughout the project. The trenches and/or subgrade shall be thoroughly compacted and brought to

a smooth grade prior to placing the material. It shall be placed, maintained (daily), and removed and waste hauled by the Contractor. Typical compacted depth will be 3 inches.

Material:

The material used for temporary patching shall be a polymer modified cold asphalt patching material.

5-04.4 Measurement

HMA Cl. ____ PG ____, HMA for ____ Cl. ____ PG ____, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Preparation of untreated roadway will be measured by the mile once along the centerline of the main line Roadway. No additional measurement will be made for ramps, Auxiliary Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest 0.01 mile.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.

Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton, whichever is designated in the Proposal.

Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Water will be measured by the M gallon as provided in Section 2-07.4.

(March 2007, COA GSP)

This section is supplemented with the following:

“Temporary Asphalt Patching”, shall be measured by the Ton.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

“HMA Cl. ____ PG ____”, per ton.

“HMA for Approach Cl. ____ PG ____”, per ton.

"HMA for Pre-leveling Cl. ____ PG ____", per ton.

"HMA for Pavement Repair Cl. ____ PG ____", per ton.

"Commercial HMA", per ton.

The unit Contract price per ton for "HMA Cl. ____ PG ____", "HMA for Approach Cl. ____ PG ____", "HMA for Pre-leveling Cl. ____ PG ____", "HMA for Pavement Repair Cl. ____ PG ____", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

"Preparation of Untreated Roadway", per mile.

The unit Contract price per mile for "Preparation of Untreated Roadway" shall be full pay for all Work described under 5-04.3(4) , with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for "HMA Cl. ____ PG ____" which was used for patching. If the Proposal does not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

"Preparation of Existing Paved Surfaces", per mile.

The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be full pay for all Work described under Section 5-04.3(4) with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for "HMA Cl. ____ PG ____" which was used for patching. If the Proposal does not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

"Crack Sealing", by force account.

"Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

"Pavement Repair Excavation Incl. Haul", per square yard.

The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ____ PG ____", per ton.

"Asphalt for Prime Coat", per ton.

The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).

"Prime Coat Agg.", per cubic yard, or per ton.

The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.

“Asphalt for Fog Seal”, per ton.

Payment for “Asphalt for Fog Seal” is described in Section 5-02.5.

“Longitudinal Joint Seal”, per linear foot.

The unit Contract price per linear foot for “Longitudinal Joint Seal” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12).

“Planing Bituminous Pavement”, per square yard.

The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

“Temporary Pavement Marking”, per linear foot.

Payment for “Temporary Pavement Marking” is described in Section 8-23.5.

“Water”, per M gallon.

Payment for “Water” is described in Section 2-07.5.

“Job Mix Compliance Price Adjustment”, by calculation.

“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)C6.

“Compaction Price Adjustment”, by calculation.

“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04..3(10)D3.

“Roadway Core”, per each.

The Contractor’s costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each and no additional payments will be made.

“Cyclic Density Price Adjustment”, by calculation.

“Cyclic Density Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)B.

(*****)

This section is supplemented with the following:

“The unit Contract price per ton for “HMA CL. ½-INCH PG58H-22”, shall include all costs incurred for tack coat applications at the edge of the saw cuts and to seal cold joints with AR 4000 paving asphalt or equivalent. All costs for excavation for maintenance of condition of trenches not yet patched and for any additional excavation regrading, re-compaction of backfill material or trench preparation in preparation for paving shall be included in the unit cost per ton for “HMA CL. ½-INCH PG58H-22”.

(March 2007, COA GSP)

“Temporary Asphalt Patching”, per ton.

“The unit Contract price per ton for “Temporary Asphalt Patching”, shall be full pay for all labor, tools, materials and equipment necessary to furnish, place, compact, provide maintenance, remove, waste haul and dispose.

Asphalt Cost Price Adjustment

New

(January 13, 2021)

The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following bid items when they are included in the proposal:

“HMA Cl. ____ PG ____”

“HMA for Approach Cl. ____ PG ____”

“HMA for Pre-leveling Cl. ____ PG ____”

“HMA for Pavement Repair Cl. ____ PG ____”

“Commercial HMA”

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish asphalt binder reference costs twice each month and post the information on the Agency website at:

<http://www.wsdot.wa.gov/Business/Construction/EscalationClauses.htm>. The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases to be available for any reason, then the Contracting Agency will select a substitute price source to establish the reference cost.

Price adjustments will be calculated one time per month. No price adjustment will be made if the Current Reference Cost is within +/-5% of the Base Cost. Reference costs for projects located in Eastern versus Western Washington shall be selected from the column in the WSDOT website table labeled “Eastern”, or “Western”, accordingly. The adjustment will be calculated as follows:

If the reference cost is greater than or equal to 105% of the base cost, then

Asphalt Cost Price Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then

Asphalt Cost Price Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where: **Current Reference Cost** is selected from the website table based on the “Date Effective” that immediately precedes the current month’s progress estimate end date. For work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which contract time was exhausted.

Base Cost is selected from the website table based on the “Date Effective” that immediately precedes the contract bid opening date, and shall be a constant for all monthly adjustments.

Q = total tons of all classes of HMA paid in the current month’s progress payment.

“Asphalt Cost Price Adjustment”, by calculation.

“Asphalt Cost Price Adjustment” will be calculated and paid for as described in this section. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

DIVISION 8: To be used in its entirety and to include the following changes:

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

8-01.3(1) General

Supplement

This section is supplemented with the following:

(*****)

There shall be no onsite staging or stockpiling of excavated material or aggregates.

8-01.4 Measurement

Supplement

This section is supplemented with the following:

(*****)

8-01.4(1) Lump Sum Bid for Project (No Unit Items)

When the Bid Proposal contains the item “Erosion Control and Water Pollution Prevention” there will be no measurement of unit or force account items for Work defined in Section 8-01.

8-01.5 Payment

Supplement

This section is supplemented with the following:

(*****)

8-01.5(1) Lump Sum Bid for Project (No Unit Items)

Payment will be made for the following Bid item when it is included in the Proposal: “Erosion Control and Water Pollution Prevention”, lump sum. The lump sum Contract price for “Erosion Control and Water Pollution Prevention” shall be full pay to perform the Work as described in Section 8-01 except for costs compensated by Bid Proposal items inserted through Contract Provisions as described in Section 8-01.4(2).

8-02 ROADSIDE RESTORATION

8-02.2 Materials (March 2023, COA GSP)

Supplement

This section is supplemented with the following:

Compost

All compost material, including compost used as a portion of other materials, shall meet the following requirements:

Compost material shall be:

1. produced locally within Skagit County;
2. produced by a supplier that is certified by a nationally recognized organization (e.g., the U.S. Composting Council);
3. produced by a facility permitted by the local health jurisdiction; and
4. derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology.

8-02.2 Materials (*****)

Supplement

This section is supplemented with the following:

Topsoil Type A

Topsoil Type A shall meet the following requirements:

1. Cation exchange capacity (CEC) of Topsoil Type A shall be a minimum of milliequivalents CEC/100 g dry soil (U.S. EPA 5Method 9081).

2.Organic content greater than 5-percent but less than 15-percent as measured on a dry weight basis using AASHTO T 267 Determination of Organic Content in Soils by Loss on Ignition.

Topsoil Type A shall be 80-percent to 70-percent Sandy Loam and 20-percent to 30-percent Compost by volume. Sandy Loam shall be as defined by the US Department of Agriculture Soil Classification System.

The Contractor shall submit a Particle Size Analysis from an independent accredited soils testing laboratory indicating the Material source and compliance with all Topsoil Type A specifications. The laboratory analysis shall be with a sample size of no less than 2 pounds.

8-02.3(2)A Chemical Pesticides

(February 2007, COA GSP)

Supplement

This section is supplemented with the following:

“No chemical herbicides will be allowed in plantings, or groundcover areas.”

8-02.3(5) Soil Preparation

(February 2007, COA GSP)

Supplement

This section is supplemented with the following:

Finish grades of seeding areas shall allow for soil preparation and mulch. Finish grades shall be as follows:

Seeding/Sod Areas: 1 inch below all walks, curbs, and/or hard-surface edges.

Perform all excavation and backfill necessary to provide finish grade of landscape areas as indicated and specified. Remove from site excess and unsuitable material. Landscape areas shall be graded to lines, grades, and cross sections indicated. Grades shall meet the following:

1. Maximum 3:1 slope, unless otherwise indicated.
2. Smooth and round off surfaces at abrupt grade changes.
3. Feather grades to meet existing gradually.
4. Provide minimum 2 percent crown or slope in all landscape areas. The Contractor is responsible for any adverse drainage conditions that may affect plant growth, unless he contacts the City of Anacortes Project Manager immediately indicating any possible problem.

Finish grades shall be inspected and accepted by the City of Anacortes prior to commencing planting or seeding work.

8-02.4 Measurement

(April 2019, COA GSP)

Supplement

This section is supplemented as follows:

Topsoil shall be measured by the cubic yard to the nearest 0.5 cubic yard in the haul conveyance or container at the point of delivery. The City of Anacortes Public Works Inspector shall be given a copy of the trip ticket or other such evidence, which lists the quantity, delivered and placed onsite. The Contractor shall coordinate same.

8-02.5 Payment

(*****)

Modification

This section shall be revised to read as follows:

“Topsoil Type A”, per cubic yard.

The unit contract price per cubic yard for “Topsoil Type A” shall be full pay for all costs necessary to furnish, place, cultivate, and compact the topsoil, for removing all excess material and debris and for providing lawn mix grass seed and seeding the topsoiled areas with grass as directed by the engineer.

8-14 Cement Concrete Sidewalks

8-14.2 Materials

(June 29, 2012 COA GSP)

Supplement

This Section is supplemented with the following:

All new concrete shall include lampblack at a rate of 2 lbs. per cubic yard.

A 3-day Mixture shall be added to the concrete mix for sidewalk along driveway and alley entrances.

8-14.3(3) Placing and Finishing Concrete
(July 2006, COA GSP)

Supplement

This section is supplemented as follows:

Curb/Gutter and Sidewalk Workmanship and Aesthetics

1. Curb, gutter and sidewalk construction shall follow a true and uniform horizontal and vertical alignment.
2. The horizontal and vertical surfaces shall be a smooth broom finish with no detectable finishing blemishes, undulations, ripples, swells, waves, ruts, furrows, graffiti or other objectionable marks. The end result shall be a neat professionally finished appearance.
3. The edge finish adjacent to the expansion joint material shall be clean and free of excess slurry. The expansion joint material shall be trimmed to a level even with the adjacent concrete resulting in a neat and professionally finished appearance.
4. The City Engineer, at his/her sole discretion reserves the authority to order the removal of sections of curb, gutter and sidewalk that do not meet the Workmanship and Aesthetic standard of the City of Anacortes.
5. Sections of newly constructed curb, gutter and sidewalk, that exhibit cracking following curing, shall be subject to removal and replacement.
 - Cracking resulting from sub-base failure or construction site damage shall be immediately removed and replaced to the nearest expansion joint.
 - Minor hair line stress cracks may, at the discretion of the Project Manager, be monitored and re-evaluated for possible removal at the end of the maintenance period.

8-19 Fiber Optics

8-19.1 Description
(*****)

Replacement

This new section is added as follows:

This work consists of furnishing, installing, and field testing all materials and equipment necessary to complete in place, fully functional system(s) of any or all the following types including modifications to an existing system all in accordance with approved methods, the Plans, the Special provisions, and these Specifications:

1. Aerially Fiber Optics System
2. Underground Fiber Optics System

Unless otherwise noted, the locations of vaults, conduit, fiber optic cables, and appurtenances shown in the Plans are approximate; and the exact location will be established by the Engineer in the field.

8-19.1(1) Regulations and Code
(*****)

Replacement

This new section is added as follows:

The fiber optic cable, conduit and vaults are not electrical equipment therefore persons performing the installation do not need to be certified in accordance with RCW 19.28.161.

8-19.3 Construction Requirements
(*****)

Replacement

This new section is added as follows:

Fiber Optics, Aerial Hardware, Conduit, Bollards, Cabinets, and Vaults shall be placed in the locations shown on the plans. Vaults shall be installed on conduit runs during or immediately following conduit installation. No more than 2,000 feet of conduit shall be installed at any time without vault placement on said conduit runs.

Fiber Optics, Aerial Hardware, Conduit, Cabinets and Vaults will be located in the Access Anacortes Fiber Internet laydown yard behind the City of Anacortes Operations Facility located as 2201A 37th Street, Anacortes, WA 98221. It will be the contractors responsibility to pick up, load, and deliver the fiber optics, aerial hardware, conduit, cabinets and vaults from this location to the project site. Any damage to the fiber optics, aerial hardware, conduit, cabinets or vaults during loading, delivery, onsite storage, or installation shall be the responsibility of the contractor and care shall be taken to avoid damage.

8-19.4 Measurement

New

(*****)

This new section is added as follows:

Aerial fiber optic installation, strand, overhead guy, and lashing shall be measure by the linear foot from pole face to pole face.

Anchors, anchor removal, pole arms, risers and crossovers shall be measure per each.

Anchor material shall be measured per each for every new anchor installed.

Aerial Material Hardware shall be measure by the linear foot for every linear foot of strand installed.

8-19.5 Payment

New

(*****)

This new section is added as follows:

“Place Strand & Overhead Guy”, per linear foot.

The unit contract price per linear foot for “Place Strand & Overhead Guy” shall be full pay for all costs for drilling the pole, setting the tangent bolt, attaching the clamp, and attaching the messenger cable to the clamp, and other associated items of work as identified in these plans and specifications and in the Aerial Construction Standards. All down guy installation cost shall be incidental to the placement of the strand.

“Lash Fiber Optic Cable”, per linear foot.

The unit contract price per linear foot for “Lash Fiber Optic Cable” shall be full pay for all costs for complete lashing of fiber optics cable and other associated items of work as identified in these plans and specifications and in the Aerial Construction Standards.

“Anchor Placement & Guy Line, New”, per each.

The unit contract price per each for “Anchor Placement & Guy Line, New” shall be full pay for all costs for installation of a new anchor and attachment of the down guy and other associated items of work as identified in these plans and specifications and in the Aerial Construction Standards.

“Place New or Transfer Fiberglass Arm or Extension Arm”, per each.

The unit contract price per each for “Place New or Transfer Fiberglass Arm or Extension Arm” shall be full pay for all costs for picking up, loading, transport, and complete installation and other associated items of work as identified in these plans and specifications and in the Aerial Construction Standards.

“Place New Riser Up To 4” Diameter Conduit, Split Conduit, & Stand Off Brackets”, per each.

The unit contract price per each for “Place New Riser Up To 4” Diameter Conduit, Split Conduit, & Stand Off Brackets” shall be full pay for all costs for complete installation and other associated items of work as identified in these plans and specifications and in the Aerial Construction Standards.

“Remove Anchor & Guy Line”, per each.

The unit contract price per each for “Remove Anchor & Guy Line” shall be full pay for all costs for complete removal of existing anchor and down guy and restoration of anchor location and other associated items of work as identified in these plans and specifications and in the Aerial Construction Standards.

“Aerial Material Hardware”, per linear foot.

The unit contract price per linear foot for “Aerial Material Hardware” shall be full pay for all costs associated with furnishing all Aerial Material Hardware and other associated items of work as identified in these plans and specifications and in the Aerial Construction Standards.

“Anchor Material”, per each.

The unit contract price per each for “Anchor Material” shall be full pay for all costs associated with furnishing all Anchor Material hardware and other associated items of work as identified in these plans and specifications and in the Aerial Construction Standards.

“Perform Aerial Crossover”, per each.

The unit contract price per each for “Perform Aerial Crossover” shall be full pay for all costs for complete installation and other associated items of work as identified in these plans and specifications and in the Aerial Construction Standards.

“Install Aerial Fiber Optics”, per linear foot.

The unit contract price per linear foot for “Install Aerial Fiber Optics” shall be full pay for picking up, loading, and transporting the Aerial Fiber Optics Material to the job site; placing anchors, pole transfers, new or transfer arm, new riser, remove anchor, install OFDC, anchors, and conduit fittings and other associated items of work as identified in these plans and specifications and in the Aerial Construction Standards.

8-20 Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical

8-20.1 Description

Supplement

(*****)

The first paragraph of this section is supplemented with the following:

4. Fiber Optic Telemetry System conduit, cabinets and vaults

8-20.1(1) Regulations and Code

Supplement

(*****)

This section is supplemented as follows:

The fiber optic conduit and vaults are not electrical equipment therefore persons performing the installation do not need to be certified in accordance with RCW 19.28.161.

8-20.3 Construction Requirements

Supplement

(*****)

This section is supplemented as follows:

Conduit, cabinets and vaults shall be placed in the locations shown on the plans. The aerial installation, bores on Oakes Avenue, fiber optic cable and other technical equipment shown on the plans will be installed by others following conduit and vault placement. Vaults shall be installed on conduit runs during or immediately following conduit installation. No more than 2000 feet of conduit runs shall be installed at any time without vault placement on said conduit runs. Construction shall begin at the splitter cabinet shown on sheet 13 and the splitter cabinet shall be installed as soon as possible to allow for fiber optic cable and equipment deployment in completed portions of the conduit and vault network.

Conduit cabinets and vaults will be located in the Access Anacortes Fiber Internet laydown yard behind the City of Anacortes Operations Facility located at 2201A 37th Street, Anacortes, WA 98221. It will be the contractor’s responsibility to pick up, load and, deliver the conduit and vaults from this location to the project site. Any damage to the conduit, cabinets or vaults during loading, delivery, onsite storage or installation shall be the responsibility of the contractor and care shall be taken to avoid damage.

The fiber optic conduit is Blue Diamond Superglide SDR 11 HDPE conduit on 4000 LF rolls and will be supplied by the City of Anacortes. The conduit will be on a 96" diameter steel reel that is 48" wide and weighs approximately 2,556 pounds. The empty reels shall remain the property of the City of Anacortes and shall be returned to the City of Anacortes Operations Facility. Ends of conduit between vaults shall be coupled by CableTec AIS2.345 2.0" SDR TRUE Reverse Thread Aluminum Couplers provided by the City of Anacortes. The integrated conduit locate wire shall be spliced at each conduit coupling utilizing PinPoint Direct Bury Splice Kits provided by the City of Anacortes and shall be installed per the manufactures recommendations contained in Appendix B.

The fiber optic drop vault handholes are 12" wide by 12" long by 13" deep Channell, Model SGLB-0, HDPE box and covers and will be supplied by the City of Anacortes. The small fiber optic vaults are 22" wide by 34" long by 18" deep Channell, Bulk 3 Series, 18" Body Depth box and covers and will be supplied by the City of Anacortes. The large fiber optic vaults are 35" wide by 53" long by 36" deep Channell, Bulk 7 Series, 36" Body Depth box and covers and will be supplied by the City of Anacortes. All vaults and handholds shall be placed upon a bedding of 6" of crushed surfacing top course.

The above ground cabinets is a 20" wide by 14" deep by 40" high Optimus 288 Cabinet Fiber Hub, Vault/Pad mount part number OCFH288CADNACA2AN and will be supplied by the City of Anacortes. The cabinet will be mounted on a large fiber optic vault with a two-piece lid with a 10" square cut out. The cabinet will include a 200' cable which the Contractor shall carefully pass through the cut out prior to mounting the cabinet on the vault lid using the vault mount kit provided. The cable shall be coiled within the vault as directed by the Engineer. The cabinet shall be mounted level both horizontally and vertically.

The ends of the conduit within the vaults and handhole shall be sealed with tape or other removable covering. 2 inches of tracer wire shall be exposed on all conduit ends in vaults and handholes.

Unless otherwise noted, the locations of vaults, conduit, fiber optic cables, and appurtenances shown in the Plans are approximate; and the exact location will be established by the Engineer in the field.

8-20.3(5) Conduit

8-20.3(5)E1 Open Trenching

Modification

(*****)

Numbers 3-6 in this section are deleted and replaced with the following:

Conduit installation by open trenching shall be in accordance with the trench detail as shown on the plans.

8-20.3(5)E3 Boring

Bore pits shall be backfilled and compacted in accordance with Section 2-09.3(1)E. Directional boring, jacking or drilling pits shall be a minimum of 2-feet from the edge of any type of pavement, unless otherwise approved by the Engineer. Excessive use of water that might undermine the pavement or soften the Subgrade will not be permitted. When approved by the Engineer, small test holes may be cut in the pavement to locate obstructions. When the Contractor encounters obstructions or is unable to install conduit because of soil conditions, as determined by the Engineer, additional Work to place the conduit will be paid in accordance with Section 1-04.4.

8-20.3(5)E4 Directional Boring

Where directional boring is called for, conduit shall be installed using a surface-launched, steerable drilling tool. Drilling shall be accomplished using a high-pressure fluid jet toolhead. The drilling fluid shall be used to maintain the stability of the tunnel, reduce drag on the conduit, and provide backfill between the conduit and tunnel.

A guidance system that measures the depth, lateral position, and roll shall be used to guide the tool-head when creating the pilot hole. Once the pilot hole is established, a reamer and swivel shall be used to install the conduit. Reaming diameter shall not exceed 1.5 times the diameter of the conduits being installed.

Conduit that is being pulled into the boring shall be installed in such a manner that the conduit is not damaged during installation. The pullback force on the conduit shall be controlled to prevent damage to the conduit.

A vacuum spoils extraction system shall be used to remove excess spoils generated during the installation. Excess drilling fluid and spoils shall be disposed of. The method and location used for disposal of excess drilling fluid and spoils shall be subject to the Engineer's approval. Drilling fluid returns (caused by fracturing of formations) at locations other than the entry and exit points shall be minimized. Drilling fluid that surfaces through fracturing shall be cleaned up immediately. Mobile spoils-removal equipment capable of quickly removing spoils from entry or exit pits and areas with returns caused by fracturing shall be used as necessary during drilling operations.

8-20.3(5) Junction Boxes, Cable Vaults, and Pull Boxes
(*****)

Modification

Number 3 in this section is deleted.

8-20.4 Measurement
(*****)

Supplement

This section is supplemented as follows:

Installation of City provided conduit will be measured through the vaults, by the linear foot of conduit placed.

Installation of City provided vaults will be measure per each box installed.

8-20.5 Payment
(*****)

Supplement

This section is supplemented as follows:

"Install Fiber Optic Conduit", per linear foot.

The unit contract price per liner foot for "Installation of Fiber Optic Conduit" shall be full pay for picking up, loading, and transporting the conduit to the job site; placing the conduit in the trench; coupling conduit; splicing locate wire; connection to vaults or handholes; trimming and sealing the ends of the conduit within the vaults. Any additional materials and labor not shown in the Plans or called for herein and which are required to complete the conduit installation or connection to the vaults or hand holes, shall be included in the Contract price per linear foot for "Install Fiber Optic Conduit".

"Install Large Fiber Optic Vault", per each;

"Install Small Fiber Optic Vault", per each;

"Install Fiber Optic Drop Vault Handhole", per each;

The unit contract prices per each for "Install Large Fiber Optic Vault", "Install Small Fiber Optic Vault" and "Install Fiber Optic Drop Vault Handhole" shall be full pay for picking up, loading, and transporting the vaults and handholes to the job site; excavation for the vault or handhole; supplying and placing the rodent proof screening between the bedding and the vault; placing the vault or handhole in the excavation; leveling and adjustment of conduit within the vault, handhole or excavation. Any additional materials and labor not shown in the Plans or called for herein and which are required to complete the vault or handhole box installation, shall be included in the Contract price per each for "Install Large Fiber Optic Vault", "Install Small Fiber Optic Vault" and "Install Fiber Optic Drop Vault Handhole".

"Install Above Ground Fiber Optic Cabinet", per each;

The unit contract price per each for "Install Above Ground Fiber Optic Cabinet" shall be full pay for all costs associated with complete installation and other associated items of work as identified in these plans and specifications and in the Aerial Construction Standards.

8-26 Bollards

8-26.1 Description
(*****)

New

This new section is added as follows:

This work shall consist of furnishing and installing steel bollards in accordance with the Plans, Standard Plans, and these Specifications shown in the Plans or as staked by the Engineer.

8-26.2 Materials
(*****)

New

This new section is added as follows:

Posts and Hardware

Type 1 and Type 2 bollard posts shall be in accordance with the Standard Plans and ASTM A 53, NPS 3 (3" Nom.) schedule 80 steel pipe. Post sleeves shall be ASTM A 53, NPS 4 (4" Nom.) schedule 40 steel pipe.

Type 3 bollard posts shall be steel structural tubing in accordance with the Plans and ASTM A 500 Gr B.

Steel plate shall be in accordance with ASTM A 36.

All steel parts shall be hot-dip galvanized after fabrication in accordance with AASHTO M 111.

Reflective Tape

Reflective tape shall be in accordance with Section 9-28.12.

Concrete

Footings shall be constructed using concrete Class 3000.

8-26.3 Constructions Requirements

New

(*****)

This new section is added as follows:

Bollards shall be constructed in accordance with Standard Plans.

Bollards shall not vary more than ½ inch in to inches from a vertical plane.

Bollard posts and the exposed parts of the base assembly shall be painted in accordance with Sections 6-07.3(11) for galvanized surfaces. The top coat shall match SAE AMS Standard 595, Color No. 33538 Traffic Signal Yellow.

8-26.4 Measurement

New

(*****)

This new section is added as follows:

Measurement for bollards will be by the unit for each type of bollard furnished and installed.

8-26.5 Payment

New

(*****)

This new section is added as follows:

Payment will be made for the following bid items when included in the proposal:

"Bollard Type _____", per each.

8-28 EDA SIGN

8-28.1 Description

New

(*****)

This new section is added as follows:

This work shall consist of furnishing and installing the EDA Sign accordance with the Plans, Standard Plans, and these Specifications in the location shown in the Plans or as staked by the Engineer.

8-28.2 Materials

New

(*****)

This new section is added as follows:

Sign Posts

9-28.14(1)

8-28.3 Constructions Requirements

New

(*****)

This new section is added as follows:

The sign shall be installed at the beginning of construction.

The sign shall be constructed in accordance with the EDA Site Sign Specifications located in Appendix A.

The sign shall be install in the northwest corner of 2205 37th St.

Installation of the sign shall be maintained in a clean and functional condition during the entire period of construction.

The contractor shall remove the sign at the time of project completion.

8-28.4 Measurement

New

(*****)

This new section is added as follows:

Measurement for EDA will be by the unit for each sign furnished and installed.

8-28.5 Payment

New

(*****)

This new section is added as follows:

Payment will be made for the following bid items when included in the proposal:

“Provide and Place EDA - Required Sign”, per each.

The unit Contract price pre each for “Provide and Place EDA - Required Sign” shall be full pay to provide, install, maintain, remove and dispose of the EDA sign.



City Council Agenda Bill

March 2, 2026

Action Type: Contract Award

Item: 5.e.

Title: Contract Award: Downtown Anacortes Alliance 2026 Downtown Beautification and Main Street Support #26-095-PLN-001

Staff Contact(s): John Coleman

Approved for Submittal to Council by:

Jenna Miller

Tiffany Matson

John Coleman

Summary: City staff seeks City Council consent to award a contract in the amount of \$50,000.00 to Downtown Anacortes Alliance to support the Anacortes Main Street Program and downtown beautification.

Background:

1. **History:** The Downtown Anacortes Association (DAA) requested money in the 2026 budget to support the DAA's Main Street program and the DAA's ongoing downtown beautification efforts. The Council approved \$50k for this effort in the 2026 budget. This contract is necessary for the DAA to be reimbursed for the work that Council approved in the 2026 budget.
2. **Key Terms:**
 - Contract is for a firm fixed price of \$50,000.00.
 - The period of performance is from January 1, 2026-December 31, 2026
3. **Competitive Bidding:** This work is considered a service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Contractor	Downtown Anacortes Alliance
Contract Amount	\$50,000.00

Earmarked Funds	\$50,000.00
Funding Source	General Fund - Operating Budget
BARS #	001.240.558.70.41
Budget Amendment Required?	No
Start Date	1/1/2026
End Date	12/31/2026

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 26-095-PLN-001 with Downtown Anacortes Alliance in the amount of \$50,000.00 to perform the 2026 Downtown Beautification and Main Street Support.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 26-095-PLN-001

AGREEMENT #26-095-PLN-001
Between
CITY OF ANACORTES
and
DOWNTOWN ANACORTES ALLIANCE

Downtown Beautification and Main Street Support

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and the Downtown Anacortes Alliance, hereinafter referred to as the "DAA", together referred to as "Parties".

WHEREAS the City and DAA see value in furthering downtown work and projects that support economic development, historical preservation, housing and small business success consistent with projects supported in the City's Capital Facilities Plan; and

WHEREAS DAA is a Washington 501(c)3 non-profit organization formed with the mission to cultivate a vibrant, thriving downtown district, and the vision of an inviting downtown where the Anacortes community comes together to live, work, shop and play; and

WHEREAS the Comprehensive Plan is the primary foundation document used by DAA for its planning, projects and activities that are relevant to the Historic Downtown; and

WHEREAS, DAA is a Washington Main Street Community Eligible organization pursuant to WAC 25-50-020(5) that follows the Main Street Approach of preservation-based economic development tools which enable communities to revitalize downtown and neighborhood business districts by leveraging local assets – from historic, cultural, and architectural resources to local enterprises and community pride. DAA integrates design, economic vitality, organization, and promotion into practical downtown management strategies to benefit the community's economic base; and

WHEREAS the City is interested in working cooperatively with DAA on projects involving public property to support the mission of DAA while ensuring City oversight of all public assets and compliance with all regulatory requirements; and

WHEREAS, in recognition of the City and DAA's shared goals and benefits there is a desire to enter into an agreement.

NOW, THEREFORE, the Parties agree as follows:

1. 2026 Downtown Anacortes Alliance will perform the following Services:

- a. **Operate a Washington Main Street Community** – DAA will operate a Washington Main Street Community (defined by WAC 25-50-020) which follows the Main Street Approach of preservation-based economic development tools to enable communities to revitalize downtown and neighborhood business districts by leveraging local assets – from historic, cultural, and architectural resources to local enterprises and community pride. DAA will integrate design, economic vitality, organization, and promotion into practical downtown management strategies to benefit the community's economic base.
- b. **Downtown Beautification** – DAA will perform spring and summer work to purchase hanging baskets and assist the Parks Department with their installation,

and design, purchase, and install new plantings for 35 downtown planters. DAA will install holiday lights in downtown trees and wreaths on downtown light poles as well as program holiday events and promotions.

2. General Operating Procedures and Limitations.

- a. DAA agrees that any project that includes or impacts public assets held or managed by the City will not proceed until DAA receives prior written approval from the City for the project. DAA must submit all plans for upcoming projects to the City's Director of Planning, Community & Economic Development ("Director") within a minimum of 60 calendar days before work is scheduled to begin, and obtain approval from the Director, which will not be unreasonably withheld and shall be provided within 30 days of the request, before any work commences. If approval is not given DAA will not proceed with the project.
- b. DAA will ensure that all projects will meet all applicable city, county, state, and federal regulations and codes.
- c. DAA will not perform any public work projects as defined in RCW 39.04.010 on City property including right-of-way.
- d. DAA will obtain all required permits for each project, including but not limited to land use permits, special event permits, and right-of-way permits.
- e. DAA will perform national criminal background checks on all volunteers who will work directly with minors, developmentally disabled and elderly, as well as all volunteers who will volunteer in a continuous capacity.
- f. DAA shall make it clear their work and projects are independent of the City and not performed on behalf of the City of Anacortes. DAA shall work with the Director on acknowledgements of City support on projects.
- g. The Parties acknowledge that this Agreement in no way grants to DAA permission to use, modify, obligate, lease, construct, or access any City property without first obtaining the permission described above.

3. Payment.

- a. As consideration for the services provided, and upon receipt of proper documentation, the City will pay DAA for services rendered as listed below:
 - i. Quarter 1 (March 31): \$16,666.66 lump sum
 - ii. Quarter 2 (June 30): \$16,666.66 lump sum
 - iii. Quarter 3 (September 30): \$16,666.68 lump sum
- b. The City will make quarterly payments to DAA beginning March 31, 2026. DAA must allow 30 calendar days from receipt of the invoice for payment.

4. Reporting.

- a. DAA will provide a quarterly report of services delivered that shall accompany each invoice. The report shall provide a summary of DAA efforts undertaken during the reporting period, including a general listing of services, meetings, and events.
- b. Upon City request, DAA will update City Council on services delivered.

5. Term. The term of this Agreement is from January 1, 2026 through December 31, 2026.

6. Termination: Any Party hereto may terminate this Agreement upon thirty (30) days' notice in writing per Section 10, for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

7. **Indemnification:** The Parties shall defend, indemnify and hold each other and the indemnified party's officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, solely arising out of or solely resulting from the acts, errors or omissions of the indemnifying party in performance of this Agreement.

8. **Insurance:** DAA shall procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property) arising out of this Agreement. The limits of liability shall not be less than Two Million Dollars (\$2,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The City shall be named as an additional insured under DAA's Commercial General Liability insurance policy. DAA shall provide the City with certificates of insurance and endorsement forms. The policy of insurance required herein shall (i) be written as a primary policy; (ii) contain an express waiver of any right of subrogation by the insurance company against the City and the City's elected officials, employees or agents; and (iii) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of the contractor which might otherwise result in a forfeiture of said insurance.

9. **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:

To the City:
City of Anacortes
Attn: Darcy Swetnam, City Attorney
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

To the DAA:
Downtown Anacortes Alliance
Jordan Hay, Executive Director
PO Box 703
Anacortes, WA 98221
jordanhay@downtownanacortesalliance.org

10. **No Joint Ventures:** The Parties acknowledge that no joint venture or partnership is created by this Agreement. No agent, employee or representative of DAA shall be deemed to be an agent, employee or representative of the City for any purpose. DAA shall be solely responsible for all acts of its agents, employees, representatives and subcontractors.

11. **Governing Law; Binding Effect:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and performed in such state without giving effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.

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

13. **Modification:** The provisions of this Agreement may be modified or amended only by written mutual consent of the parties.

14. **Counterparts:** This Agreement may be executed in one or more counterparts, including electronic mail counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the City and DAA have executed this Agreement as of _____.

CITY OF ANACORTES:

By: _____
Ryan Walters, Mayor

Dated: _____

DOWNTOWN ANACORTES ALLIANCE:

By: _____
Jordan Hay, Executive Director

Dated: _____



City Council Agenda Bill

March 2, 2026

Action Type: Contract Award

Item: 5.f.

Title: Contract Award: 2026 Anacortes Community Action Office & Care Specialist #26-096-PLN-001

Staff Contact(s): John Coleman

Approved for Submittal to Council by:

Jenna Miller

Tiffany Matson

John Coleman

Summary: City staff seeks City Council consent to award a contract in the amount of \$60,000.00 to Community Action of Skagit County to continue to provide the services of the Anacortes Community Action Office & Care Specialist through 2026.

Background:

1. **History:** The City and Community Action began a pilot program in 2023 for Community Action to establish a satellite office and employ a care specialist in order to provide services to the Anacortes community. Due to the success of the program the parties would like to continue the program through 2026.
2. **Key Terms:**
 - Contract is for \$60,000.00 to be paid in equal monthly payments.
 - Contract term is for 12 months.
3. **Competitive Bidding:** This work is considered a service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Contractor	Community Action of Skagit County
Contract Amount	\$60,000.00

Earmarked Funds	\$60,000.00
BARS #	001.240.562.00.41
Funding Source	General Fund – Operating Budget
Budget Amendment Required?	No
Start Date	01/01/2026
End Date	12/31/2026

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 26-096-PLN-001 with Community Action of Skagit County in the amount of \$60,000.00 to continue to provide the services of the Anacortes Community Action Office & Care Specialist through 2026.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 26-096-PLN-001



AGREEMENT 26-096-PLN-001
Between
CITY OF ANACORTES
And
COMMUNITY ACTION OF SKAGIT COUNTY

2026 Anacortes Community Action Office & Care Specialist

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and the Community Action of Skagit County, hereinafter referred to as the "Community Action", together referred to as "Parties".

WHEREAS the City and Community Action see value in Community Action services and accessibility in Anacortes community with a Community Action office in Anacortes that is staffed with a Care Specialist; and

WHEREAS Community Action has the capacity to include a care specialist with case management experience in its current services at a facility in Anacortes; and

WHEREAS Community Action has built a strong working relationship with the Anacortes Family Center and Anacortes Housing Authority and seeks way to fill gaps and augment the services available to provide additional services to the community; and

WHEREAS the Parties began a pilot program in 2023 and after evaluating its success in the community the Parties would like to continue the program.

NOW, THEREFORE, the Parties agree as follows:

1. **Satellite Office.**

- a. Community Action will continue to maintain the Anacortes satellite office to assist people with basic resources, information, and referrals. ("Satellite Office"). Community Action will continue to employ a Care Specialist at the Satellite Office, who will provide information and resources, screen for program and service eligibility, provide care coordination (case management) services, and facilitate online or in-person meetings with other agency programs and other service providers.
- b. The Satellite Office must be open to the public.
- c. Community Action Staff and consultants will be available at least Monday through Friday, 9:00 am - 3:00 pm during the Term of this Agreement, except during observed holidays and staff training days. There will be no after-hours emergency service. However, referrals to the Recovery Navigator Program can be made 24 hours a day to a voicemail or answering service. The management of the satellite office staff and facility will be provided by Community Action's Resource Center Manager, Dulce Vazquez-Cruz, DulceVC@communityactionskagit.org.
- d. Community Action will respond to City requests for assistance with individuals. Community Action staff will provide basic resources, information, and referrals to individuals about ways to extend income,

acquire food support, acquire energy assistance, and acquire transportation assistance ("Services").

- e. Community Action will collaborate with other local agencies to identify and clarify roles and responsibilities in engaging with individuals who are unhoused and/or experiencing substance use disorders.
- f. Community Action will install a sign at the Satellite Office in a conspicuous location that identifies that the Satellite Office staff are funded by the City.
- g. Community Action will engage in marketing its services via the City's A-Town is Our Town publication, the Anacortes American, and other media to ensure city residents know about the location and the agency's available services.

2. **Payment.**

- a. The City will pay Community Action the sum of \$60,000.00 to maintain and staff the Satellite Office and provide Services.
- b. The City will make equal monthly payments, divided evenly with the months left in the year.

3. **Reporting.**

- a. City will identify and prescribe metrics for data collection pursuant to this Agreement and will review and update those metrics throughout the Term of this Agreement based on what data best informs the Parties' assessment of the efficacy of the pilot program.
- b. Community Action will provide the City the data requested in the format prescribed by the City on a quarterly basis and will work cooperatively with the City to prepare quarterly reports to City Council described herein.
- c. The metrics must include at least:
 - i. The number of unduplicated individuals and households served in Anacortes and specifically by the Anacortes office;
 - ii. A breakdown of duplicated and unduplicated services;
 - iii. Demographic breakdown of individuals served.
 - iv. A data-based assessment of the expanded outreach under the pilot program; and
 - v. Pre-pilot program data to allow evaluation of pilot program success.
- d. Community Action will present quarterly reports at regular City Council meetings. Such reports will include spreadsheets of the full sets of data collected pursuant to this Agreement and definitions of services.

4. **Term.** The term of this Agreement will be one calendar year commencing on January 1, 2026 through December 31, 2026.

5. **Indemnification:** The Parties shall defend, indemnify and hold each other and the indemnified party's officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, solely arising out of or solely resulting from the acts, errors or omissions of the indemnifying party in performance of this Agreement.

6. **Insurance:** Community Action shall procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property) arising out of this Agreement. The limits of liability shall not be less than Two Million Dollars (\$2,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The City shall be named as an additional insured under the Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26. Community Action shall provide the City with certificates of insurance. The policy of insurance required herein shall (i) be written as a primary policy; (ii) contain an express waiver of any right of subrogation by the insurance company against the City and the City's elected officials, employees or agents; and (iii) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of the contractor which might otherwise result in a forfeiture of said insurance.
7. **No Joint Ventures:** The Parties acknowledge that no joint venture or partnership is created by this Agreement. No agent, employee or representative of Community Action shall be deemed to be an agent, employee or representative of the City for any purpose. Community Action shall be solely responsible for all acts of its agents, employees, representatives and subcontractors.
8. **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:
- a. To the City:
City of Anacortes
Attn: Darcy Swetnam, City Attorney
PO Box 547, Anacortes, WA 98221
contracts@anacorteswa.gov
 - b. To Community Action:
Community Action of Skagit County
Attn: Bill Henkel, Executive Director
330 Pacific Pl, Mount Vernon, WA 98273
BillH@communityactionskagit.org
9. **Governing Law; Binding Effect:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and performed in such state without giving

effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.

10. **Severability:** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
11. **Counterparts:** This Agreement may be executed in one or more counterparts, including electronically through DocuSign, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the City and Community Action have executed this Agreement as of _____.

CITY OF ANACORTES:

By: _____
Ryan Walters, Mayor

Dated: _____

Attest: _____
Steven D. Hoglund, Finance Director

Approved as to form and legality:

Darcy Swetnam, City Attorney

COMMUNITY ACTION OF SKAGIT COUNTY:

By: _____
Bill Henkel, Executive Director

Dated: _____



City Council Agenda Bill

March 2, 2026

Action Type: Contract Award

Item: 5.g.

Title: Contract Award: EvidenceOnQ - Evidence Management Software Subscription
#25-266-APD-001

Staff Contact(s): Dave Floyd

Approved for Submittal to Council by:

Tiffany Matson

Dave Floyd

Summary: City staff seeks City Council consent to award a contract in the amount of \$45,017.09 to FileOnQ Inc. to provide the EvidenceOnQ - Evidence Management Software Subscription and hardware purchase.

Background:

1. **History:** This is an evidence module to streamline the process of the chain of custody for any evidence, found or safekeeping property. From when the officer enters the item, throughout its life in the evidence room, auditing purposes, to destruction or release. An evidence module and barcode scanning system for Police evidence tracking were recommended by State Auditors in the City's most recent audit, and were also highly recommended during the law enforcement re-accreditation process. This system removes the opportunity for many potential errors and repetitive work by all staff involved.
2. **Key Terms:**
 - The year one cost is \$17,312.26 with sales tax, which includes peripheral hardware, configuration, installation, reports development, integration with Spillman, and training.
 - The annual renewals of the license subscription for the next 2 years are \$13,852.42 per year.
 - Total agreement cost is \$45,017.09.
 - The initial license term is 1 year, then shall renew for two additional 1 year terms.
3. **Competitive Bidding:** This professional services and license subscription are not

subject to any competitive bidding requirements. The hardware purchase cost is below the City's competitive bid threshold requirements.

Budget Impact:

Vendor	FileOnQ Inc.
Contract Amount	\$45,017.09
Funding Source	Operating budget
Earmarked Funds	\$16,706.00 (year one)
BARS #	001.310.521.10.41
Budget Amendment Required?	No
Start Date	Execution
End Date	3 years

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-266-APD-001 with FileOnQ Inc. in the amount of \$45,017.09 to provide the EvidenceOnQ - Evidence Management Software Subscription.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-266-AFD-001
2. Product Information

MASTER AGREEMENT COVER PAGE

This Master Agreement Cover Page and attached Master Services Agreement is between FileOnQ Inc. ("**FileOnQ**") and the Customer identified below ("**Customer**") (each of FileOnQ and Customer, a "**Party**", and collectively, the "**Parties**") and includes this "FileOnQ Master Agreement Cover Page" (the "**Cover Page**"), the attached "FileOnQ Master Services Agreement" and one (1) or more addenda signed by the Parties that reference this Agreement and describe details about the particular product or services to be provided to Customer (collectively the "**Addenda**"). This MSA and any Addenda incorporated into it are, collectively the "**Agreement**". This MSA shall become effective as of the last date this Cover Page is executed by an authorized representative of each Party (the "**Effective Date**").

Cooperative Procurement. As permitted by applicable law, the Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions; provided that any procurement of products and services will be reflected in a separately signed agreement, and FileOnQ reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope, and circumstances of the cooperative procurement.

CUSTOMER INFORMATION:

Customer ID: TBD	Primary Contact: Katie Ingram
Customer (Dept/Bureau): Anacortes Police Dept.	Title/Dept.: Records Services Manager, Police Dept.
Legal Entity (Agency): City of Anacortes	Phone No.: (360) 293-1905
Customer Address: PO Box 547/904 6th St Anacortes, WA	Email Address: katiei@anacorteswa.gov
Country/Territory/Tribe: United States	
Postal Code: 98221	Secondary Contact:
Customer Web Site: Anacortes, WA Official Website	Title/Dept: Legal Department
	Phone No.:
Billing Contact:	Email Address: contracts@anacorteswa.gov
Title/Dept: Accounts Payable	
Phone No.:	
Fax No.:	
Email Address: accountspayable@anacorteswa.gov	

FOR INTERNAL FILEONQ INC USE ONLY:

New Customer?: ☒ Yes ☐ No MSA No.: TBD

Indicate the relevant Addenda that will be initially executed and attached to this Agreement.

☒ License Addendum ☒ Maintenance & Support Addendum ☐ Federal Funds Addendum

Governing law and venue:

Governing Law: State of Washington

Venue: Superior Court located in Skagit County, State of Washington

The Parties have caused their duly authorized representatives to execute this Agreement as of the last date set forth below.

CUSTOMER: City of Anacortes, Washington

FileOnQ Inc.

By (Signature): _____

By (Signature): _____

Name (Printed): Ryan Walters

Name (Printed): Christophe Michotte

Title: Mayor

Title: Chief Executive Officer

Date: _____

Date: _____

MASTER SERVICES AGREEMENT ("MSA")

1. DEFINITIONS. Certain capitalized terms, if not otherwise defined, shall have the meanings set forth in this Section 1 or the Master Agreement Cover Page attached hereto.

1.1 "Addendum" means an addendum to this Agreement executed by both Parties.

1.2 "Affiliate(s)" means any corporation, partnership or other entity that is under the direct or indirect control of the applicable Party or its respective successors and assigns. For purposes of the foregoing, "control" shall exist whenever there is an ownership, profits, voting or similar interest (including any right or option to obtain such an interest) representing at least 51% of the total interests of the pertinent entity then outstanding.

1.3 "Authorized User" shall mean Customer's employees and other individuals who are permitted to use the FileOnQ Products as specified in the applicable Addendum.

1.4 "Confidential Information" shall mean any material or information that a Party considers confidential and that relates to the Party's past, present and future research, development, business activities, products, software, services, technical knowledge, designs, methodologies, business plans or forecasts, finances, marketing plans, customers, prospects or other affairs and has been identified as confidential or would be understood to be confidential by a reasonable person under the circumstances. Confidential Information does not include information (i) previously known to the receiving Party, before it was received from the disclosing Party without an obligation not to disclose such information, (ii) independently developed by the receiving Party without use of the Confidential Information, (iii) acquired by the receiving Party from a third party that was not, to the receiving Party's knowledge, under an obligation to the disclosing Party not to disclose such information, or (iv) that is or becomes publicly available through no breach of this Agreement by the receiving Party.

1.5 "Documentation" shall mean FileOnQ's user manuals and/or related documentation relating to a FileOnQ's Product that FileOnQ's makes available to Customer.

1.6 "FileOnQ Products" shall mean the Software, the Professional Services (as such term is defined in a Statement of Work, if any), the Maintenance & Support Services (as defined in the Maintenance & Support Addendum), the SaaS Services and/or other products or services specified in an Addendum or in any statement of work, along with all applicable Documentation.

1.7 "Software" shall mean the executable, object code version of FileOnQ's proprietary application software

licensed to Customer as specifically identified in an Addendum.

1.8 "Term" shall mean the period that this Agreement remains in force and effect in accordance with Section 10.

1.9 "Territory" shall mean the territory specified in the applicable Addendum, if an Addendum does not specify the territory then it shall be deemed to be the United States.

2. GENERAL. Customer acknowledges and understands that this MSA does not, absent execution of an Addendum, impose any obligation upon FileOnQ to provide any license, access or services. In the event of a conflict between this MSA and any Addendum or Statement of Work ("SOW"), this MSA shall govern unless the provisions of the relevant Addendum or SOW explicitly state that the particular terms of that Addendum or SOW shall govern. Customer shall assist and cooperate with FileOnQ whenever reasonably necessary including by performing Customer's responsibilities as set forth in any Addendum. FileOnQ's performance hereunder is dependent on Customer's timely and effective performance of Customer's responsibilities. Any delays in FileOnQ's performance caused by Customer's failure to timely perform its obligations shall extend FileOnQ's performance deadlines by a corresponding period and shall not constitute a breach by FileOnQ.

3. LICENSE

3.1 License Grant. Subject to the license terms and restrictions set forth in an Addendum and the restrictions in Section 3.2 below, Customer shall have a revocable, limited, non-exclusive, non-transferable, non-sublicensable license to allow Authorized Users in the Territory the right to use the FileOnQ Products as specified in such Addendum on physical or virtual machines owned or managed by Customer and its Affiliates.

3.2 Prohibited Uses. Customer shall not use the FileOnQ Products for any purposes beyond the scope of the licenses granted in this Agreement and the applicable Addendum. Without limiting the generality of the foregoing, Customer shall not, unless specifically allowed in the applicable Addendum: (i) market or distribute the FileOnQ Products; (ii) assign, sublicense (except as permitted in the applicable Addendum), sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under the licenses granted; (iii) modify or create any derivative works of the FileOnQ Products (or any component thereof), except with the prior written consent of FileOnQ; (iv) except as expressly set forth in an Addendum, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the FileOnQ Products to any third party; (v) combine or

integrate the FileOnQ Products with hardware, software or technology not specified in the Documentation; (vi) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the FileOnQ Products are compiled or interpreted, and Customer hereby acknowledges that nothing in this Agreement shall be construed to grant Customer any right to obtain or use such source code, (vii) bypass or breach any security device or protection used for or contained in the FileOnQ Products, (viii) use the FileOnQ Products in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, (ix) use the FileOnQ Products for purposes of: (A) benchmarking or competitive analysis of the FileOnQ Products; (B) developing, using, or providing a competing software product or service; or (C) any other purpose that is to FileOnQ's detriment or commercial disadvantage, (x) use the FileOnQ Products in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the FileOnQ Products could lead to personal injury or severe physical or property damage; or (xi) use the FileOnQ Products other than for any purpose or in any manner not expressly permitted by the Agreement.

3.3 Compliance with Laws. Customer shall ensure that its use of the FileOnQ Products complies in all respects with all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities that the Parties or the FileOnQ Products are subject to, including, without limitation, by means of obtaining any permits, licenses and/or approvals required with respect to export regulations.

3.4 Proprietary Notices. Customer shall duplicate all proprietary notices and legends of FileOnQ and its suppliers or licensors upon any and all copies of the FileOnQ Products made by Customer. Customer shall not remove, alter or obscure any such proprietary notice or legend.

3.5 Monitoring. Customer understands and acknowledges that FileOnQ may monitor the operation and usage of the FileOnQ Products through a reporting function in the Software. Customer agrees to facilitate such monitoring by ensuring access to fileonq.com (and all its subdomains) is allowed. FileOnQ shall have the right to use any and all data and information related to Customer's use of the FileOnQ Products for any lawful purpose including without limitation invoicing, statistical analysis, benchmarking and research purposes at the behest of the customer to provide technical and product support and in accordance with the License Addendum Article 3. User Data; Authorized Users. However, FileOnQ will not access Customer's Confidential Information within the Software, including, for example, files and records Customer stores or enters into the Software

for any reason other than responding to troubleshooting or other support requests made by Customer.

4. FEES AND PAYMENTS

4.1 Fees Payable. Customer agrees to pay the amounts specified in an Addendum. If no payment terms are specified in the applicable Addendum, fees and other charges shall be due and payable by the Customer within thirty (30) days of the date of FileOnQ's invoice. Customer understands and acknowledges that license fees are non-refundable.

4.2 Customer's Operating Expenses. As between the Parties, Customer shall bear all expenses incurred in performance of its obligations or exercise of its rights under this Agreement.

4.3 Disputed Charges. Customer must notify FileOnQ in writing of any dispute with invoiced charges within thirty (30) days after the date of invoice, providing reasonable detail of the basis for such dispute. Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced. Customer's obligation to pay undisputed amounts shall not be affected by any dispute regarding other charges.

4.4 Late Charges. FileOnQ reserves the right to charge, and Customer agrees to pay, a late charge equal to the lesser of (i) one percent (1%) per month or (ii) the maximum allowed by law, on any amount that is not paid on time and is not the subject of a good faith dispute.

4.5 Taxes. All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (collectively "**Taxes**"). Customer shall be responsible for payment of all Taxes resulting from this Agreement (other than taxes based on FileOnQ's income). In the event that such Taxes are imposed and Customer is required to deduct such amounts from the fees payable hereunder, the Parties agree that the original amount invoiced by FileOnQ will be increased by the amount of such Taxes such that Customer pays FileOnQ the amount of fees as originally invoiced.

4.6 Audit Rights and Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to Customer's compliance with this Agreement. FileOnQ shall have the right, at its own expense, upon reasonable prior notice, to periodically audit the records of Customer with respect to matters covered by this Agreement either by physically visiting Customer's premises or by remote access (as determined by FileOnQ). If such audit reveals that Customer has underpaid FileOnQ, Customer shall promptly pay such amounts as are necessary to rectify such underpayment, together with interest at the rate set forth in Section 4.4. If the amount of an underpayment equals or exceeds five

percent (5%) of the total amounts due during the applicable period, Customer shall reimburse FileOnQ for the cost of such audit. FileOnQ's right to audit shall continue for a period of two (2) years after the termination or expiration of this Agreement.

4.7 No Deductions or Setoffs. All amounts payable to FileOnQ under this Agreement shall be paid by Customer to FileOnQ in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

5. CONFIDENTIALITY

5.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party shall have access to Confidential Information. Both Parties agree that, as between the Parties, Confidential Information is owned by the disclosing Party.

5.2 Mutual Confidentiality Obligations. Each Party agrees: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party shall not reproduce the Confidential Information except as necessary to comply with this Agreement and shall hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party shall create any derivative work from the other Party's Confidential Information; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement;

5.3 Parties acknowledge that the City of Anacortes is subject to requirements under the Public Records Act under RCW 42.56 and any legal requirements under said Act supersede any requirements under this Agreement.

6. OWNERSHIP. Customer acknowledges that FileOnQ and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and all other types of intellectual property ("**Intellectual Property**") in and to the FileOnQ Products and all work product, developments, inventions, technology or materials provided under Addenda, (including all components thereof). FileOnQ expressly reserves all rights not expressly granted to Customer in this Agreement, including to its intellectual property and to FileOnQ Products. Other than an express grant in the Agreement, this MSA does not grant any rights to Customer to FileOnQ's intellectual property rights, by implication, estoppel, or otherwise.

7. WARRANTIES

7.1 Representations and Warranties. Each Party represents and warrants to the other that the execution and performance of this Agreement does not and shall not violate any other contract, obligation, or instrument

and that it has the legal power and authority to enter into the Agreement and each applicable Addendum. FileOnQ's obligations with respect to any warranties specified in an addendum are contingent on Customer's use of the Services in accordance with this Agreement.

7.2 No Other Warranties. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS AGREEMENT (INCLUDING IN AN ADDENDUM), THE FILEONQ PRODUCTS AND ANY OTHER MATERIALS, SOFTWARE, DATA AND/OR SERVICES PROVIDED BY FILEONQ ARE PROVIDED "AS IS" AND FILEONQ EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, ACCURACY OF CUSTOMER DATA OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION RESPONSIBILITY OF THIRD PARTY WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN. NO WARRANTY IS MADE BY FILEONQ ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. FILEONQ DOES NOT WARRANT THAT THE FILEONQ PRODUCTS OR ANY OTHER MATERIALS, SOFTWARE, DATA AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF SHALL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS SHALL BE CORRECTED.

8. LIMITATION OF LIABILITY

8.1 LIMITATIONS. THE CUMULATIVE LIABILITY OF FILEONQ TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE A MAXIMUM OF FILEONQ'S INSURANCE LIMITS IDENTIFIED IN SECTION 11 FOR WHICH SUCH INSURANCE COVERAGE APPLIES TO SUCH LIABILITY AND THE FEES PAID TO FILEONQ BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM. IN NO EVENT SHALL FILEONQ OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF FILEONQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties,

and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

9. INDEMNIFICATION

9.1 Indemnification by FileOnQ.

(a) FileOnQ shall indemnify, hold harmless, and defend Customer from and against all costs, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party that any use of, or access to, the FileOnQ Products expressly authorized under this Agreement infringes any Intellectual Property under applicable laws of any jurisdiction. Notwithstanding the foregoing, FileOnQ shall have no obligation or liability to the extent that the alleged infringement arises from (i) the combination, operation, or use of the FileOnQ Products with products, services, information, materials, technologies, business methods or processes not furnished by FileOnQ; (ii) modifications to the FileOnQ Products not made by FileOnQ; (iii) failure to use updates to the FileOnQ Products provided by FileOnQ; or (iv) use of the FileOnQ Products in violation of any applicable user documentation or specifications (circumstances under the foregoing clauses (i), (ii), (iii) and (iv), are collectively referred to as, "**Customer Indemnity Responsibilities**").

(b) Upon the occurrence of a claim that indemnity is or may be due under this Section 9.1, or in the event that FileOnQ believes that such a claim is likely, FileOnQ may, at its option (i) appropriately modify the applicable FileOnQ Products so that it becomes non-infringing without a material loss of functionality, or substitute functionally equivalent software or services; (ii) obtain a license to the applicable third-party Intellectual Property to allow for Customer's continued use of the applicable FileOnQ Products as contemplated by this Agreement; or (iii) if the options in both Section 9.1(b)(i) and Section 9.1(b)(ii) are not commercially practicable, terminate the applicable Addenda on written notice to Customer and refund any amounts paid in advance for services not yet received. The obligations set forth in this Section 9 shall constitute FileOnQ's entire liability and Customer's sole remedy for any actual or alleged infringement.

9.2 Indemnification Process. The Party seeking indemnification agrees to give the indemnifying Party (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as the indemnifying Party may reasonably request, at indemnifying Party's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, the indemnifying Party shall not settle any third-party claim against the indemnified Party unless such settlement completely and forever releases the indemnified Party with respect thereto or unless the indemnified Party provides its prior written consent to such settlement. In any action for which the indemnifying Party provides defense on behalf of the indemnified Party, the indemnified Party may

participate in such defense at its own expense by counsel of its choice.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall become effective upon the Effective Date and shall continue for three (3) years from the Effective Date ("**Initial MSA Term**") and thereafter shall renew automatically for successive one (1) year periods until terminated in accordance with this Section 10, or until either Party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current Initial MSA Term or renewal term, as applicable. Notwithstanding the foregoing, this Agreement shall remain in full force and effect until the expiration or termination of any and all Addenda executed prior to the end of the Term. The Term of individual Addenda shall be as set forth therein.

10.2 Termination for Convenience. Customer may terminate this Agreement or an Addendum for any or no reason upon no less than 30 days' prior written notice to FileOnQ. FileOnQ is under no obligation to refund fees paid (whether paid up front or in arrears) to Customer as a result of Customer's termination pursuant to this section.

10.3 Termination for Breach. Either Party may terminate this Agreement or an Addendum upon written notice if the other Party breaches a material term of this Agreement or the applicable Addendum and thereafter (i) in the case of a breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (ii) has failed to cure any other breach (or fails to commence diligent efforts to cure such breach that are reasonably acceptable to the non-breaching Party) within thirty (30) days after receiving written notice thereof.

10.4 Termination for Insolvency. Either Party may terminate this Agreement immediately upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such Party, that has not been dismissed, vacated, or stayed within thirty (30) days.

10.5 Termination of Individual Addenda. In addition to each Party's rights under Sections 10.1, 10.2, 10.3, and 10.4, each Party may terminate any particular Addendum according to any provision therein permitting such termination, provided that this Agreement (including this MSA and any other Addenda) shall remain in full force and effect in accordance with their respective terms.

10.6 Accrued Obligations. Termination of this Agreement and/or any particular Addendum shall not release the Parties from any liability that, at the time of termination, has already accrued or that thereafter may accrue with respect to any act or omission before

termination, or from any obligation that is expressly stated in this Agreement and/or any applicable Addendum to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement or any Addenda as permitted by any provision in this Section 10 or in such Addenda shall incur no additional liability merely by virtue of such termination.

10.7 Effect of Termination. Upon any termination of this Agreement or any Addendum, the applicable FileOnQ Products will no longer be available or provided to Customer, and Customer shall: (i) immediately discontinue all use of the FileOnQ Products licensed under the applicable Addendum (unless otherwise specified in such terminated Addendum); (ii) promptly pay to FileOnQ all amounts due and remaining payable; (iii) return any FileOnQ Products, hardware, Documentation, materials and Confidential Information provided by FileOnQ to Customer; and (iii) if applicable pursuant to a terminated Addendum, pay any applicable termination fee. FileOnQ will return all Customer Data to Customer in the format approved by the Customer within 30 days of termination.

10.8 Government Entity Termination. Where Customer is a Government Entity, it may terminate the Agreement or an Addendum on 30 days' prior written notice in the event of passage of applicable law that reduce Client's funding for this Agreement or the FileOnQ Products, or when the Customer otherwise determines funds are not available; provided Customer provides as much prior notice to FileOnQ as is reasonably possible of such funding changes. **"Government Entity"** means any federal, state, territorial, provincial, county, city, town, village, district, special purpose district, public authority, public agency, municipality, school district, college, university, or other political subdivision or instrumentality thereof, or any other entity, organization, or body that is operated by, owned by, or otherwise constitutes a part of, or is directly or indirectly controlled by, any government or governmental authority, whether executive, legislative, or judicial in nature, including any department, agency, commission, board, or other component thereof. Customer FileOnQ is under no obligation to refund fees paid (whether paid up front or in arrears) to Customer as a result of Customer's termination pursuant to this section.

10.9 Survival. The provisions of Sections 1**Error! Reference source not found.**, 3.2, 3.5, 5, 6, 7.2, 8, 10.6, 10.7, 10.8, and 12 shall survive any termination of this Agreement.

11. INSURANCE. FileOnQ shall maintain minimum insurance coverages as follows:

A. Insurance Term: FileOnQ 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 FileOnQ, its agents, representatives, or employees.

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

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

1. Commercial General Liability insurance shall be at least as broad as ISO occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. **The Customer shall be named as an additional insured under FileOnQ's Commercial General Liability insurance policy** with respect to the work performed for the Customer using an additional insured endorsement at least as broad as ISO CG 20 26.
2. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
3. Technology Errors & Omissions (E&O)
4. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Customer confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Customer, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Customer data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Customer or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

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

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
2. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
3. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

E. Other Insurance Provision: FileOnQ's Commercial General Liability insurance policy is to contain, or be endorsed to contain, that it shall be primary insurance as respect the Customer. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Customer shall be excess of FileOnQ'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: FileOnQ shall furnish the Customer with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of FileOnQ within 10 days of contract execution and before scheduling of the work. Upon request by the Customer, FileOnQ shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all Subcontractors' coverage.

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

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

than those required by this Agreement or whether any certificate of insurance furnished to the Customer evidences limits of liability lower than those maintained by FileOnQ.

K. Safeguarding of Personal Information: FileOnQ shall not use or disclose Personal Information, as defined in RCW 19.255, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. FileOnQ agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

FileOnQ shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

FileOnQ shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

FileOnQ and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of Customer or as otherwise authorized by law.

FileOnQ agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

FileOnQ shall make the Personal Information available to amend as directed by Customer and incorporate any amendments into all the copies maintained by FileOnQ or its subcontractors. FileOnQ shall certify its return or destruction upon expiration or termination of the Agreement and FileOnQ shall retain no copies. If FileOnQ and Customer mutually determine that return or destruction is not feasible, FileOnQ shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

FileOnQ shall notify Customer in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. FileOnQ shall take necessary steps to mitigate the harmful effects of such use or disclosure. FileOnQ is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by Customer. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

12. MISCELLANEOUS

12.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state set forth on the Cover Page, without giving effect to conflict of law rules. The Parties agree that any and all causes of action between the parties arising from or in relation to this Agreement shall be brought exclusively in the courts set forth as the venue

on the Cover Page. The prevailing party in any action under this Agreement shall be entitled to recover reasonable attorneys' fees and related costs. Service of process, summons, notice, or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.

12.2 Force Majeure. FileOnQ shall be excused from any delays in performance of its obligations under this Agreement if such a delay results from compliance with any requirement of applicable law, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of FileOnQ ("**Force Majeure Event**"). Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

12.3 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, or via an internationally recognized express mail carrier (postage prepaid, return receipt requested) to the Parties to the Agreement and addressed, if to Customer, as set forth on the Cover Page, or if to FileOnQ, as follows:

FileOnQ Inc.
19439 First Ave S Ste B1
Normandy Park, WA 98148

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile or electronic mail, if the sender also mails a hard copy of such notice to the aforementioned address.

12.4 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent; any such consent not to be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of FileOnQ and Customer and their successors and permitted assigns.

12.5 Independent Contractors. Customer and FileOnQ acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing the Agreement.

12.6 Amendment. No amendment to the Agreement or any Addendum shall be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.

12.7 Waiver. No waiver under this Agreement shall be binding unless set forth in writing and duly executed by the waiving Party. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay by either Party in

exercising any right hereunder shall not be deemed a waiver of that right.

12.8 Severability. If any provision, or portion thereof, of the Agreement is held unenforceable or invalid by a court of competent jurisdiction, the enforceability of the remaining provisions shall not be affected.

12.9 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary of the Agreement or have any right or cause of action hereunder.

12.10 U.S. Government End-Users. The FileOnQ Products include commercial technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation, as such terms are used in 48 C.F.R. 12.212, that were developed exclusively at private expense by FileOnQ and/or its licensors. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 all U.S. Government end users acquire the FileOnQ Products with only those rights set forth herein.

12.11 Counterparts. This Agreement may be executed as an original document, by electronic signature using a qualified electronic certificate or by facsimile signature in one or more counterparts, each of which when so executed shall constitute an original hereof, but all of which together shall constitute one and the same agreement.

12.12 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

12.13 Publicity. FileOnQ shall be entitled to include Customer's name in any presentation, marketing materials, and/or customer lists (including, without limitation, customer lists posted on FileOnQ web sites.)

12.14 Entire Agreement. This Agreement (including all Addenda) sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements, and understandings, whether written or oral, relating to such subject matter.

[End of FileOnQ Master Services Agreement]

FILEONQ LICENSE ADDENDUM

This **LICENSE ADDENDUM** (the "**License Addendum**") is an addendum to, and is hereby incorporated into, the Master Services Agreement ("**MSA**") between FileOnQ Inc. ("**FileOnQ**") and City of Anacortes Police Department ("**Customer**") and dated on or after the last date at the bottom of the MSA Cover Page (the "**MSA**"), including other Addenda incorporated therein.

FOR INTERNAL FILEONQ INC. USE ONLY:

MSA No.: TBD

Software: EvidenceOnQ Property & Evidence Management.

Initial License Term: One (1) Year.

Renewal License Term: Upon expiration of the Initial License Term, this License Addendum will renew for additional terms of two (2) years. The Initial License Term and Renewal License Term are collectively the "License Term".

License Fees: Relevant sales tax is added to invoices. At the end of the License Term, the License Fees will automatically increase at a rate of five (5) percent over the previous Term.

Payment Milestones:

Due at Agreement Execution*	\$ 7,956	50% of Year 1 (Impl Fee)
Due at 180 days post Agreement Execution	\$ 7,956	50% Remainder of Year 1 (Impl Fee)
Due at One (1) Year Anniv of AGT Execution	\$12,732	100% Annual Subscription
Due at Two (2) Year Anniv of AGT Execution	\$12,732	100% Annual Subscription

*Last date set forth in MSA and Addenda

State/Territory/Tribe: State of Washington.

1. Definitions. Certain capitalized terms used in this License Addendum shall have the meanings defined below. Capitalized terms used in this License Addendum that are not otherwise defined in this License Addendum have the meaning set forth in the Agreement.

2. License and Usage of Software. FileOnQ grants to Customer the right for Authorized Users to use the Software in the Territory for the License Term as set forth above.

3. User Data; Authorized Users. Customer acknowledges and agrees that:

A. CUSTOMER DATA

a. Definition: "**Customer Data**": Data submitted by Customer to FileOnQ such as Customer Account Data, Customer Content, Personal Data, and Personal Information.

i. "**Customer Account Data**": Personal data that relates to Customer's relationship with FileOnQ, including the names or contact information of individuals authorized by Customer to access Customer's account, and billing information of individuals that Customer has associated with its account. Customer Account Data also includes any personal data FileOnQ may need to collect for the purpose of

identity verification (including providing the Multi-Factor Authentication Services).

ii. "**Customer Content**": (a) All data that is owned, licensed, leased or developed by or on behalf of the Customer, whether provided to FileOnQ by the Customer or provided by a third party to FileOnQ in connection with use of FileOnQ software products by the Customer, including any such data that is loaded into, or located in, any data files, tables, objects or other storage medium developed or maintained by or on behalf of FileOnQ; (b) data exchanged as a result of performing the Scope of Services, such as text message bodies, voice and video media, images, email bodies, email recipients, sound, and, where applicable, information Customer submits to FileOnQ; and (c) data stored on Customer's behalf in performance of the FileOnQ software products.

iii. "**Personal Data**": Any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, or an online identifier, or one or more factors specific

to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

iv. "*Personal Information*": information defined by RCW 19.255.005.

B. **Use of Customer Data:** FileOnQ, FileOnQ's subcontractors, and any FileOnQ service providers are prohibited from using Customer Data for any use other than necessary to perform the Scope of Work, including in aggregated form. FileOnQ, FileOnQ's subcontractors, and any FileOnQ service providers are prohibited from selling or sharing Customer Data in any form, including in aggregated form, with third parties for compensation or for those third parties' own business interests. Upon any expiration or earlier termination of the Agreement, FileOnQ will return all Customer Data to Customer in the format approved by the Customer within 30 days of termination.

C. **Ownership of Customer Data and Customer Intellectual Property Rights.** FileOnQ acknowledges that, as between FileOnQ and Customer, Customer owns all rights, title, and interest in and to the Customer Data, including all Intellectual Property Rights and all derivative works of, based on, derived from or otherwise using any Customer Data which are themselves considered to be Customer Data. Nothing in this section will limit FileOnQ's rights in and to the FileOnQ Products.

D. **Data Protection.** FileOnQ will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by FileOnQ personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as the Customer expressly permits in writing. FileOnQ will promptly notify the Customer of a Security Incident related to Customer Data. Any compromise or potential compromise of Customer Data must be reported to the Customer within one (1) business day of discovery. If FileOnQ does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least:

a. The nature of the unauthorized use or

disclosure, including a brief description of what happened, the date of the event(s) and the date of discovery.

- b. A description of the types of information involved.
- c. The investigative and remedial actions FileOnQ or its subcontractors took or will take to prevent and mitigate harmful effects and protect against recurrence.
- d. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 19.255.010, RCW 42.56.590, or any other applicable breach notification law or rule.
- e. Any other information the Customer reasonably requests.

FileOnQ shall otherwise be responsible for complying with all applicable rules and regulations that may govern the sharing and dissemination of protected information;

(a) Customer may permit use of the Software solely by Authorized Users and only for a legitimate, official and authorized law enforcement or public safety purpose;

(b) Customer shall not use information in the Software for any non-law enforcement purpose;

(c) To the extent that any newly discovered links, matches, relationships, interpretations, etc., located in searches of the Software may be relevant and appropriate for preservation as independent records, it will be the responsibility of Customer to incorporate such information into Customer's own official records system(s) in accordance with Customer's records management processes;

(d) There is no obligation on FileOnQ to ensure, and there should be no assumption by Customer, that Customer's records housed in the Software represent the totality of all records of Customer's records system for any subject or person;

(e) Customer is responsible for properly securing the Software and Customer's network to protect the information contained within the Software on Customer's site. FileOnQ has no implied or explicit responsibility for securing or protecting Customer's data and information;

(f) Customer is solely responsible for authorizing specific employees to access the Software on Customer's instance of the Software as Authorized Users. It is Customer's responsibility to grant access only to those employees and agents (i) with an official "need to know" such information and (ii) subject to Customer providing appropriate training as set forth in the following section;

(g) Customer is responsible for training its Authorized Users who are authorized to access the Software regarding the use and dissemination of information obtained from the Software. Customer shall ensure its Authorized Users have a clear understanding of the

need to verify the reliability of the information from the Software before using such information for preparing affidavits, obtaining subpoenas and warrants, or other law enforcement purposes. Customer is also responsible for providing training to ensure employees understand the restrictions on use of the Software data and information set forth herein;

(h) Customer is responsible for immediately deactivating the Software user ID and password of any Authorized User who is no longer an employee or agent or contractor of Customer, or who no longer requires use of the Software;

(i) Customer is responsible for resolving issues of any actual or suspected unauthorized use of the Software system or of any security breach that affects the Software. Customer shall provide notification to FileOnQ of any security vulnerability discovered relating to the integrity of the Software, such as a computer virus;

(j) Customer is responsible for exercising the same degree of care in protecting information accessed in the Software that Customer exercises with respect to its own sensitive information, but at a minimum will comply with Federal Bureau of Investigation (FBI) and Customer's state criminal justice information services regulations;

(k) Customer acknowledges that unauthorized use or misuse of the Software will result in irreparable harm to FileOnQ. In the event of a breach or threatened breach of this Agreement, FileOnQ may obtain equitable or injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief and remedies at law; and

(l) Failure to comply with the security and authorized use specifications contained in the Agreement, including this Addendum may, at the sole discretion of FileOnQ, result in the termination or suspension of Customer's (and its Authorized Users) rights to the Software.

4. Product Specific Terms. The following terms apply only to the Products specified:

(a) SAMS Suite. The SAMS Suite is not an archiving system. The SAMS Suite is populated with mirrored information derived from Customer's reported data.

[signature page to follow]

The SAMS Suite is not in any manner intended to be an official repository of original reported records, nor to be used as a substitute for an official repository of original reported records. The information in the SAMS Suite is not to be accorded any independent record system status. The SAMS Suite is intended to allow Customer to track and manage sexual assault kits or other agency information.

5. Delivery of Customer Copies. As soon as commercially practicable after the Addendum Effective Date, FileOnQ shall deliver or make available the Software and the Documentation online for downloading for use by Customer in exercising its rights under the licenses granted herein. Notwithstanding any provision under a separate Addendum that may require FileOnQ to perform certain services in the nature of installation of the Software or configuration of Customer's computers, networks or other systems, the online delivery shall be deemed complete, and Customer shall be deemed to have accepted the Software upon completion of Implementation Phase.

6. Fees and Payments. In consideration for the licenses granted to Customer and the performance of FileOnQ's obligations under this License Addendum, Customer shall pay to FileOnQ the License Fees set forth above. FileOnQ does not refund License Fees, and once license fee payment is made to FileOnQ, Customer shall have no recourse for receiving a refund of any part of the fees and all such fees shall be deemed to have been fully earned.

7. License Term. This License Addendum shall become effective when executed by both Parties (the date executed by the later Party, the "*Addendum Effective Date*") and shall continue during the License Term set forth in the table above.

8. Support. Unless otherwise agreed between the Parties in a separate Maintenance & Support Addendum to the Agreement, FileOnQ shall have no obligation to provide support or maintenance services for the Software.

The Parties agree to the above terms and have executed this License Addendum as of the last date set forth below.

CUSTOMER: City of Anacortes, Washington

FileOnQ Inc.:

By (Signature): _____

By (Signature): _____

Name (Printed): Ryan Walters

Name (Printed): Christophe Michotte

Title: Mayor

Title: Chief Executive Officer

Date: _____

Date: _____

FILEONQ MAINTENANCE & SUPPORT ADDENDUM

This **MAINTENANCE & SUPPORT ADDENDUM** (the “*Maintenance & Support Addendum*”) is an addendum to, and is hereby incorporated into, the Master Services Agreement (“*MSA*”) between FileOnQ Inc. (“*FileOnQ*”) and the City of Anacortes Police Department (“Customer”) and dated on or after the last date at the bottom of the MSA Cover Page (the “*MSA*”), including other Addenda incorporated therein.

FOR INTERNAL FILEONQ INC. USE ONLY:

Proposal Date: 10/13/2025

MSA No.: TBD

Software: EvidenceOnQ Property & Evidence Management Solution

Initial Maintenance & Support Term: One (1) Year.

Renewal Maintenance & Support Term: Upon expiration of the Initial Maintenance & Support Term, this Maintenance & Support Addendum will renew for an additional term of two (2) years. The Initial Maintenance & Support Term and Renewal Maintenance & Support Term are collectively the “Maintenance & Support Term”.

Maintenance & Support Fees: Incorporated in the License Fees as listed in the License Addendum.

1. Definitions. Certain capitalized terms used in this Support Addendum shall have the meanings defined below. Capitalized terms used in this Support Addendum that are not otherwise defined in this Support Addendum have the meaning set forth in the Agreement.

- 1.1 “Customization”** means an individualization of software code in order to perform in accordance with Customer’s system’s requirements and in line with Customer’s business requirements.
- 1.2 “Error”** means an unexpected and undesired result of FileOnQ software functionality as it applies specifically to the Software.
- 1.3 “Fix”** means an additional piece of software code, an amendment of existing software code, and or process correction which is deemed to rectify an error or malfunction reported by Customer.
- 1.4 “Improvement”** means any update, upgrade, modification, correction or fix of any Version of the Software outside of the typical software release cadence of FileOnQ.
- 1.5 “Incident”** means a distinct Issue.
- 1.6 “Issue”** means a general situation of dissatisfaction with a non-working or not properly working Software functionality, which may be based on an Error.
- 1.7 “New Module”** means an additional piece of software code, which adds a new functionality and or behavior to Software.
- 1.8 “Permanent Resolution”** means a hotfix, micro-update or other similar solution that addresses the root cause of the Incident.
- 1.9 “Response Time”** means the time from when Customer submits an issue, until FileOnQ contacts Customer back.
- 1.10 “Target Temporary Resolution”** means the time from when Customer reports the issue until FileOnQ diagnoses the problem and provides a Workaround, as specified further in Section 4 below.
- 1.11 “Version”** means the Software in a certain development stage (i.e. v2, v 2.1, v2.1.3 etc.)
- 1.12 “Workaround”** means a technical set of instructions that allows for a high severity issue to be temporarily resolved from the point of view of end-user impact. A Workaround would allow the Incident to be downgraded to a lower severity level.

2. Terms and Conditions for Technical Support Services

Customer may utilize FileOnQ’s technical support services for the FileOnQ Product(s) set forth in the table above and officially licensed from FileOnQ by Customer.

FileOnQ’s technical support services can be accessed via the self-service portal at <https://fileonq.selfservice.vivantio.com/> or via the following contact methods:

Email: helpdesk@fileonq.com

Phone: 800-603-6802, option 4

3. **Exclusions**

Individual services like New Module implementation, customization, migration or deployment and/or administration tasks to non-FileOnQ 3rd party software packages, are not covered by FileOnQ's support. Such services may be ordered separately in a separate addendum.

4. **Severity**

Severity is a measure of the relative impact an issue has on the use of the Software by Customer. FileOnQ shall determine such severity level in its reasonable discretion. In making such determination, FileOnQ shall give appreciable weight and deference to Customer's determination of severity based on how Customer determines the Issue impacts its use of the Software. The parties agree that once a ticket is opened, the severity level for an individual ticket will not be changed without Customer's consent.

5. **Service Levels**

Subject to an "unanticipated support event," FileOnQ shall respond to any request for support from Customer in accordance with the timeframes in the table below.

Priority	Response Time	Target Temporary Resolution	Permanent Resolution
Severity 1	≤ 4 hours	< 1 day	15 business days
Severity 2	≤ 4 hours	< 2 days	20 business days
Severity 3	≤ 8 hours	< 3 days	30 days

"Severity 1" means an Error that: disables or materially impairs (a) any major function of the Software or (b) Customer's use of any major function of the Software.

"Severity 2" means (a) a Severity Level 1 Error for which Customer has received, within the Target Temporary Resolution time for Severity Level 1 Errors, a work-around that Customer has accepted in writing; or (b) an Error, other than a Severity Level 1 Error, that affects significant operations of the Software.

"Severity 3" means an isolated or minor Error in the Software that meets each of the following requirements: (a) does not significantly affect Software functionality; (b) can or does impair or disable only certain non-essential Software functions; and (c) does not materially affect Customer's use of the Software.

Hotfixes for temporary resolutions will be included in the next official release of the Software.

The Target Temporary Resolution is based on FileOnQ's past experience and professional assessment of the time it takes to resolve Issues at various severity levels. FileOnQ shall use commercially reasonable efforts to maintain sufficient resources, processes, policies, technology and safeguards to achieve the Response Time and Target Temporary Resolution. Without prejudice to other rights and remedies that may exist, in the event that a Severity 1 is not resolved within 15 business days or a Severity 2 issue is not resolved within 20 business days, FileOnQ agrees that senior support manager will provide updates to the designated Customer contact, at the frequency reasonably requested by Customer.

6. **FileOnQ Technical Support Coverage**

Provided that Customer is in compliance with the Agreement, FileOnQ shall provide support for either (a) the current Version of the Software ("n") and the immediately prior Version of the Software ("n-1"); or (b) all Versions of the Software for at least twelve (12) months from the time Customer receives that Version, whichever is longer. A withdrawal of support for a prior Version of the Software shall not affect the Customer's rights to use that Version of the Software in accordance with the License Addendum. After the withdrawal of support for any Version, the Customer shall continue to have access to "limited support" for such Version if offered by FileOnQ. Customer understands and acknowledges that FileOnQ will not provide a Fix of any kind for any Error, Issue or Incident relating to a Version which has been retired as being at the end of its life ("EOL"), provided, however that FileOnQ has notified Customer that such Version has been designated EOL. If requested by Customer, any analysis, testing, debugging, diagnostic work, research efforts or repairs that extend beyond limited support will only be delivered, subject to availability, pursuant to a separate written agreement between Customer and FileOnQ for such Services, which shall be billed to the Customer on a time and materials basis, based upon the then-current rate charged by FileOnQ for professional services.

At Customer's request, FileOnQ will provide all Improvements within a mutually agreeable timeframe as they become commercially available.

7. Revisions to Documentation

FileOnQ will provide to the Customer any revisions to the existing Documentation necessary to reflect all Fixes, Improvements, and New Modules for all major upgrades delivered to the Customer. If FileOnQ delivers to the Customer any Fixes, Customizations or Improvements to, or new Versions of, the Software, FileOnQ shall also promptly deliver to the Customer additional or amended Documentation in respect of same. In the event FileOnQ otherwise updates or modifies the Documentation, it shall make electronically available copies of same to the Customer.

8. Term and Termination.

This Maintenance & Support Addendum shall become effective when executed by both Parties and shall continue during the Maintenance and Support Term set forth in the table above. FileOnQ reserves the right to limit or deny access to FileOnQ support in the event that Customer's account at FileOnQ is not in good standing. FileOnQ does not reimburse license fees.

The Parties agree to the above terms and have executed this Maintenance & Support Addendum as of the last date set forth below.

CUSTOMER: City of Anacortes, Washington

FileOnQ Inc.

By (Signature): _____

By (Signature): _____

Name (Printed): Ryan Walters

Name (Printed): Christophe Michotte

Title: Mayor

Title: Chief Executive Officer

Date: _____

Date: _____

PROPERTY & EVIDENCE SOLUTION

PROPOSAL

Anacortes Police Department

*You have an important job to do. We
want to help you do it with excellence.*

PREPARED BY

Shannon Turner

Vice-President - Evidence Management
Expert

206-755-7215

ShannonT@FileOnQ.com

<https://fileonq.com>

January 5, 2026

EvidenceOnQ Solution

Hi Katie,

I appreciate the opportunity to provide this proposal for the EvidenceOnQ system.

FileOnQ, Inc. has implemented EvidenceOnQ to over 350 agencies in the U.S. and Canada. Not only do we offer a unique solution, we also provide a team of professionals who have a background in law enforcement. They bring their expertise to your agency far beyond just training. With experience in evidence management, crime scene investigation, and administration, they can assist your agency in developing policies and procedures, meeting accreditation standards, property room moves and design, and other projects that may need consulting expertise.

Agencies see an immediate return on investment when they implement EvidenceOnQ. It reduces hand-written documentation, eliminates repetitive work effort, minimizes paper, and automates the chain of custody.

OFFICERS spend less time filling out bags and tags and more time available for calls.

EVIDENCE STAFF will no longer spend hours doing data entry and repetitive computer documentation. Transactions are fast and automated using barcode technology.

SUPERVISORS have reports at a glance showing productivity, inventory, and statistics.

ADMINISTRATION feel confident their evidence management meets best practices and accreditation standards.

PROFESSIONAL STANDARDS units can perform random audits, knowing the chain of custody and audit trail are automated and unalterable.

Our goal is to meet your unique evidence management needs and stay within your budget. We welcome the opportunity to implement EvidenceOnQ at your agency.

Sincerely, **Shannon Turner**

Features & Functionality

EvidenceOnQ Application Software License

EvidenceOnQ is built on a Microsoft Operating System platform that utilizes proven methods and technologies. The multi-tier nature allows for implementation in both small and large environments, whether on a single server or distributed onto several servers to improve performance. EvidenceOnQ runs on Microsoft SQL Server 2016 and higher, provided by the customer. The data stored in EvidenceOnQ can be backed-up, restored, or extracted using standard SQL tools and routines, ensuring your data is backed up for disaster recovery or archival purposes.

Administrative Desk Top Client

The EvidenceOnQ administrative desktop client is a full-featured Windows application that allows users to access the system from the server. It provides all the functionality and tools to fully manage evidence and make administrative changes to the database. It is primarily used by evidence management personnel who need full administrative privileges above and beyond the web browser users. It includes the ability to:

- Add new items
- Print labels and reports.
- Transfer evidence to other locations individually and in groups
- Obtain a signature when transferring or releasing evidence
- Manage the lookup values, locations, users, and reports
- Assign permissions in user groups, including record security and field security
- Design barcode labels for items and locations
- Build and save custom queries
- Perform batch update edits to groups of records
- Create, perform, and store inventory projects

Customized Profile Screen

One of the most unique and appealing features of EvidenceOnQ is the patented Profiler tool. It provides an "off-the-shelf" software system that gives each agency the flexibility to determine the layout of their screen, known as the profile. The configuration of the profile will conform to the unique policies and procedures of each agency. **Not only does it provide flexibility when the system is initially installed, the profile screen can be changed any time a need arises. FileOnQ provides the patented Profiler tool to the agency, who can make needed changes to the screen. This can be done at any time without permission from FileOnQ or incurring additional cost.**

January 5, 2026

EvidenceOnQ provides the convenience of one screen for all transactions. This includes data entry, searches, scanning, checking items out, and transferring items in groups. The screen **example** below shows some of the common data fields you may choose to include on your profile screen. **Your profile will be configured to meet your needs.**

Example of Profile Screen

FileOnQ 8.0.1118 - Evidence 8.0 - SHANNON TURNER

File Edit View Fileroom Labels eDocuments Reports Tools Data Help

Clear New Save Barcode Transfer All Transfer Signature Audit Excel Browse

Custom Queries Batch Update... Scan a Group Chain of Custody Named List Property Report Items by Year

Barcode:

Current Location:

Details

Evidence Info | Notes | History | Retention | Documents

Case # Item # Collected By ☐ Search Warrant

Date of Offense Collected Date Time

Offense Category Collected Address

Case Officer Collected Location

☐ Owner Unknown or N/A ☐ Suspect Unknown

Owner Last Suspect 1 Last Suspect 2 Last Victim Last

Owner First Suspect 1 First Suspect 2 First Victim First

Address Suspect 1 MI DOB Suspect 2 MI DOB Victim MI DOB

City, State, ZIP Additional Suspects Additional Victims

Owner Email

Owner Phone ((##)###-#### DOB

Officer # Gun Type

Property Type Make

Item Type Model

Susp Drug Type SN/VIN

Quantity Weight Caliber

Measure Verified Unloaded

Color Recovered Stolen

Clothing Type Agency Info

Additional Desc ☐ BIOHAZARD

Submitted Location

\$100 \$1 coin Lab Number

\$50 .50 Date Tested

\$20 .25 Auction Barcode

\$10 .10 Dispo Authorized

\$5 .05 Hold Date

\$2 .01 Letter Sent

\$1 Money Total

Verified By

Auto-assign Item Number

If agencies choose to use this feature, the EvidenceOnQ system will automatically assign the next sequential item number in the case. This eliminates the potential for duplicate item numbers in a case. The FileOnQ ProFiler allows **agencies to enable this feature.**

Case Number Item #

Offense Type

Date of Offense

January 5, 2026

Control Fields

The partial screenshots below show the control field selections that enable (or disable) the dependent fields. The examples show a selection of currency, narcotics, and guns with applicable fields enabled. Fields that do not apply to the selected description are disabled, making entry easier and more accurate. Agencies may choose which enabled fields are optional and which are mandatory. For example, when entering a gun, the make and serial number are required, but the model is not.

The image displays three screenshots of the EvidenceOnQ control fields interface, each with a label indicating the selected item type:

- Drugs:** The 'Item Type' is set to 'DRUGS'. The 'Drug Type' is 'Marijuana'. The 'Quantity' is '23.5' and the 'Measure' is 'Grams'. The 'Additional Desc' is 'Purple crown royal bag with green leafy substance'.
- Firearms:** The 'Item Type' is set to 'FIREARMS'. The 'Gun Type' is 'Semi-automatic', 'Brand' is 'GLOCK', 'Model' is '17', 'SN' is '32151288', and 'Caliber' is '9 MM'. The 'Additional Desc' is 'Gun with broken grip'.
- Money:** The 'Item Type' is set to 'CURRENCY - U.S.'. The 'Quantity' is '10' and the 'Measure' is '10 s'. The 'Additional Desc' is 'Cash found with address book'.

Each screenshot shows a common set of fields on the right, including '100 s', '50 s', '20 s', '10 s', 'Coin Total', and 'Money Total'.

Barcode Tracking

One of the most powerful features of the EvidenceOnQ system is the use of barcode technology. It is faster and more accurate than any other form of tracking. Using a barcode will dramatically decrease the time it takes to retrieve a record from the database and document the transfer of that item to another location or status.

EvidenceOnQ provides the user with complete flexibility to design and print customized barcode labels. Any of the fields on the customized profile screen can be printed on the label. This printed information eliminates the need for officers to hand-write information on the evidence bag. Customized location labels and location control sheets can also be easily designed and printed.

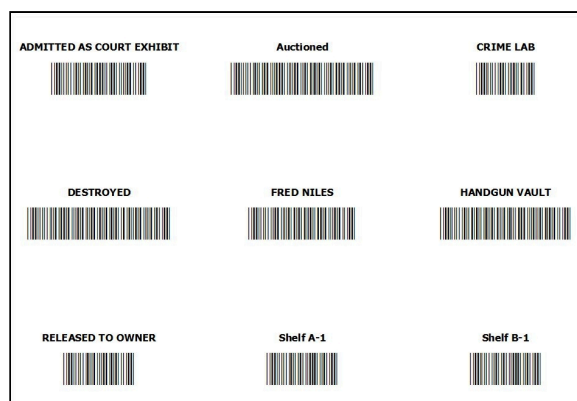
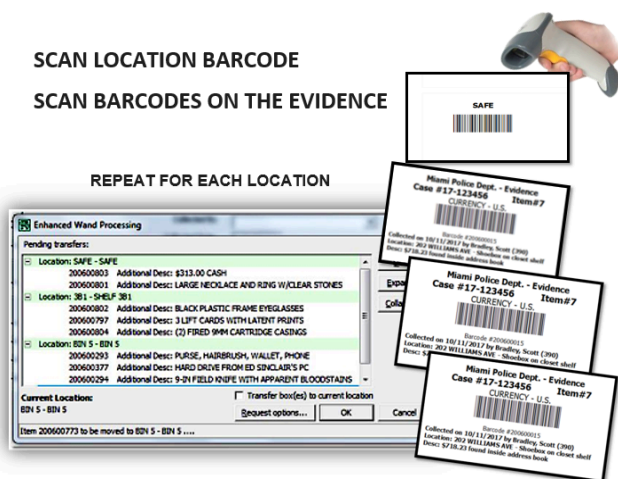
The image shows a sample barcode label for the SAN DIEGO POLICE DEPT. - Evidence CASE#12-001234 Item #7. The label includes the following information:

- SAN DIEGO POLICE DEPT. - Evidence**
- CASE#12-001234 Item #7**
- CURRENCY \$3,356.00**
- Collected on 6/25/2012 by Avery, Craig (422)**
- Suspect: Wilson, John A. DOB: 5/12/1968**
- Desc: Cash found with address book**
- Barcode #: 200600015**

EvidenceOnQ also creates barcodes for locations, including **people, places, a status, or a disposition**. Transactions can be performed without having to enter any hand type data from your keyboard. This allows the user to scan an item and then scan the location where it is to be transferred. It gives you fast, accurate, completely keyless transactions.

January 5, 2026

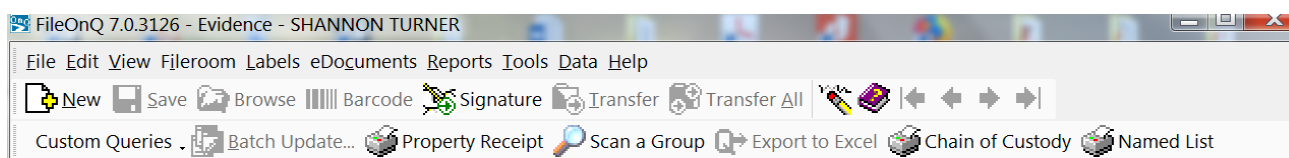
Locations may also be assigned categories to filter and sort items. For example, by creating a location category such as FINAL, you can see all locations that represent evidence that are permanent releases such as *Destroyed*, *Returned to Owner*, *Auctioned*, etc. Any group of locations can be placed in a category to make searching and sorting much faster.



As evidence is moved to various locations, EvidenceOnQ automatically assigns the date and time in the unalterable audit trail. The audit trail provides a complete record of every action taken to the record from the time it was created. The User Login and User Name is also recorded with the name of the PC, the IP address, and the name of the person who logged in as the Windows user.

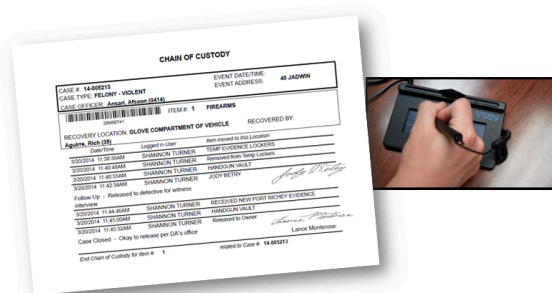
Customized Toolbar

In the desktop client application, users can customize the standard toolbar by adding or removing icons. Users can also create additional “personal” toolbars containing shortcuts for functions they perform regularly. These toolbars themselves can be “dragged and dropped” anywhere on the EvidenceOnQ Profile. A “global” toolbar can be set for desktop, so the toolbar is standardized.



Signature Capture

The signature capture module allows signatures to be captured when transferring evidence. This eliminates the need to maintain signatures on paper. The system captures the digital signature and stores it in the unalterable chain of custody for each item that was scanned. A customized checkout receipt may be printed out at the end of each transaction if required.



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Searches and Queries

Query-by-Example: Users can conveniently search directly from the customized profile screen. Any field or combination of fields can be searched using known information, unknown information, or partial information. For example, a search can be made for all Smith & Wesson guns recovered by a specific officer in 2028 where the suspect was a juvenile. There is virtually no limit to the combination of fields and number of searches that can be performed.

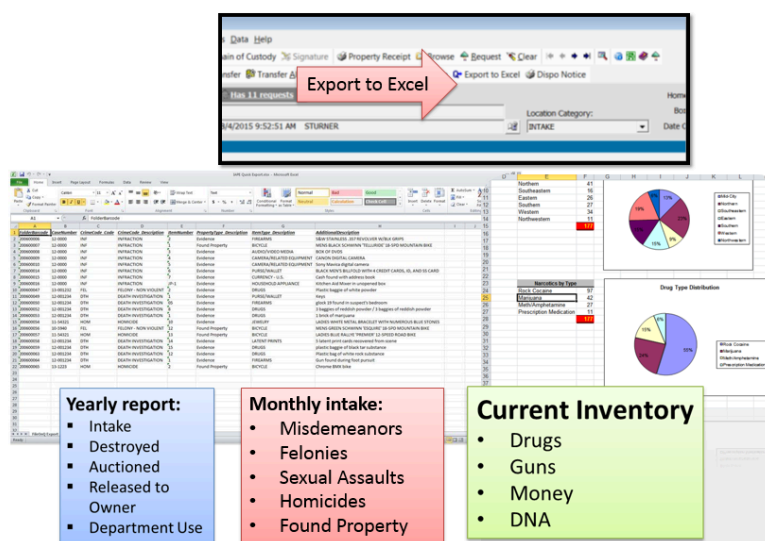
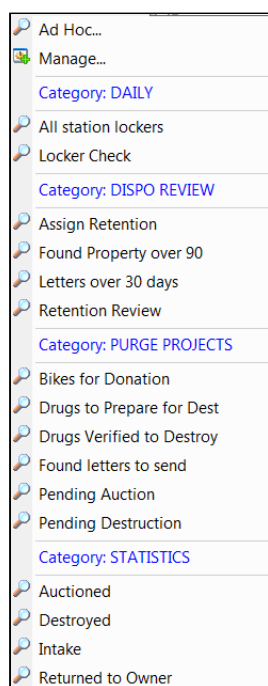
Query-by-Current Location: Searches can be run by current location or a combination of locations.

Query by date: This includes all date fields on the profile screen in addition to date created, last edit date, and last transfer date.

Query-by-Scan: This enables users to create a group by scanning the barcodes on the evidence. The user can then choose any number of actions such, as transferring them all to another location, creating letters to the owners, generating a list for a court order, printing a report, etc.

Query-by-text: This feature performs system-wide queries rather than field-specific. The user is prompted select a search for all data fields on the profile, all text in the free-form notes tab, all information in the check-out comments and names, and document keywords in the eDocs module. The results of the query shows how many times the value was found, the field(s) where they were located, and enable the results to be put into a query set.

Custom Query Manager: Queries can be conveniently created, organized, updated, and run. Custom queries are virtually unlimited with variable criteria and can be categorized for organization. For example, queries can be set up for statistics, such as the number of items received, destroyed, or returned to owner. When the results of a query are displayed, the user has many options such as viewing the data in browse, producing it in a custom report (form), transferring the records to another location, or exporting the data to Excel



January 5, 2026

Notes Tab

The Notes Log enables agencies to create specific categories for entries. The entries are date and time stamped and show the user login. Users can choose to have the entries displayed vertically or horizontally. Notes Log entries cannot be edited or deleted by anyone and are fully searchable using the Query by Notes Log feature under the file menu.

Barcode:	200601191	Has 1 requests	Home Location:	
	Gun with broken grip		Box Location:	
Current Location:	RPDFV - FIREARMS VAULT	8/16/2018 4:45:25 PM	STURNER	Date Completed:
Location Category:				

Details

Evidence Info Notes History Retention Documents

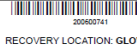
NotesLog

Add Entry Refresh ☒ Split tab vertically

Date	Subject	Entry	Login
8/16/2018 8:15:18 PM	OPENED FOR VIEWING	DA and defense attorney were present to view the evidence	SYSTEM
8/16/2018 8:12:21 PM	E-MAIL	Email received from DA's office regarding case status.	SYSTEM
8/16/2018 8:11:22 PM	CHANGE NOTE	The case number was changed per request of the officer	SYSTEM

Chain of Custody

Maintaining a solid chain of custody is one of the most important requirements in evidence management. EvidenceOnQ makes the chain of custody automated and unalterable. The system also generates a customized chain of custody report that makes trial preparation automated, accurate, and efficient.

CHAIN OF CUSTODY		
CASE #:	14-005213	EVENT DATE/TIME:
CASE TYPE:	FELONY - VIOLENT	EVENT ADDRESS:
CASE OFFICER:	Ansari, Atsoon (0414)	40 JADWIN
		
ITEM #:	1	FIREARMS
RECOVERY LOCATION:	GLOVE COMPARTMENT OF VEHICLE	RECOVERED BY:
Aguirre, Rich (35)		
Date/Time	Logged in User	Item moved to this Location
3/20/2014 11:38:35AM	SHANNON TURNER	TEMP EVIDENCE LOCKERS
3/20/2014 11:40:49AM	SHANNON TURNER	Removed from Temp Lockers
3/20/2014 11:40:55AM	SHANNON TURNER	HANDGUN VAULT
3/20/2014 11:42:34AM	SHANNON TURNER	JODY BETRY
Follow Up - Released to detective for witness interview		
3/20/2014 11:44:46AM	SHANNON TURNER	RECEIVED NEW PORT RICHEY EVIDENCE
3/20/2014 11:45:00AM	SHANNON TURNER	HANDGUN VAULT
3/20/2014 11:45:32AM	SHANNON TURNER	Released to Owner
Case Closed - Okay to release per DA's office		
End Chain of Custody for Item #: 1 related to Case # 14-005213		

Audit Trail

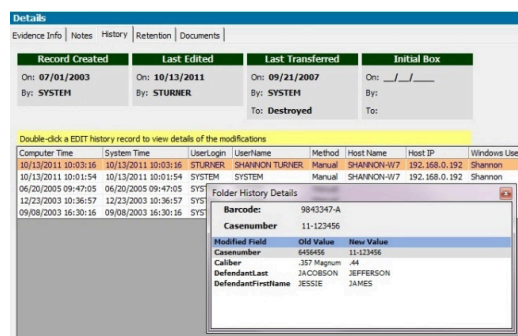
The audit trail for each record begins when the item is created. EvidenceOnQ automatically documents the date, time, and user in the unalterable audit trail for each record. It continues by documenting the same for each transfer, edit, or request made to that record. In addition to the function performed, it also contains the old and new values, user login and name, and the name of the computer, IP address, and Windows user login.

Record History									
Print Report...									
Barcode:		200601191							
Additional Desc		Gun with broken grip							
Action Type	ActionTimestamp	SysTimestamp	User Login	User Name	Location Code	Location Name	Host Name	Host IP	Windows User
Request	8/16/2018 4:51:24 PM	8/16/2018 4:51:24 PM	SYSTEM	SYSTEM	09	LATENT PRIN	::1	::1	WebServer
Transfer	8/16/2018 4:45:25 PM	8/16/2018 4:45:26 PM	STURNER	SHANNON TURNER	RPDFV	FIREARMS VAULT	SHANNON-DELL	192.168.1.134	Shannon
Edit	8/16/2018 4:45:18 PM	8/16/2018 4:45:18 PM	STURNER	SHANNON TURNER			SHANNON-DELL	192.168.1.134	Shannon
Transfer	8/16/2018 4:45:08 PM	8/16/2018 4:45:09 PM	STURNER	SHANNON TURNER	Rem Temp Lock	REMOVED FROM	SHANNON-DELL	192.168.1.134	Shannon
Create	8/16/2018 4:42:21 PM	8/16/2018 4:44:28 PM	STURNER	SHANNON TURNER	Temp Locker	Temporary Location	SHANNON-DELL	192.168.1.134	Shannon

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History

The History tab displays a list of all the **changes** that have been made for a record. These fields are non-editable and view-only. For example, if a user changed the weight of the narcotics from 52.4 grams to 5.24 grams, it would show the person who made the changes, the date and time, the IP address, and the old and new values.

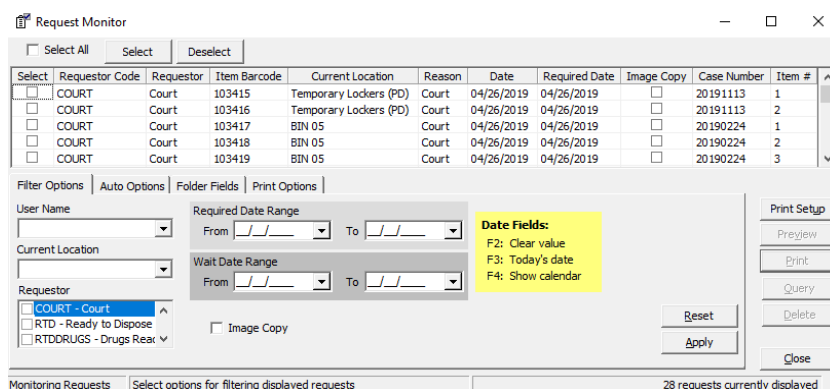


Work List Management

The Worklist feature allows users to create and save a group of items with a common task. For example, evidence to be pulled for destruction, evidence waiting to go to the lab, items pending officer review, or narcotics to be put into a court order, etc. This allows a user to work on a large project as time permits and continue to add to the ongoing work list. The list can be recovered when the project is ready to be finished. This collection is associated with a user's login and is preserved even if the user logs off.

Request Module

The Request Module gives officers the ability to submit a request to the evidence personnel for a variety of reasons. For example, a request may be submitted to pick up evidence for court, check out for viewing, or to authorize the release. Many agencies use this feature for their officers to authorize the disposition of property, eliminating the need for paper authorization to be maintained. The requests are permanently documented in the audit trail of each item.

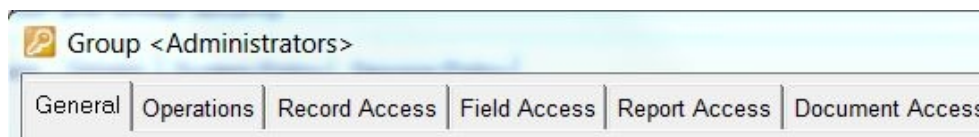


Requests are immediately displayed on the Request Monitor. This provides the property room personnel the ability to view, sort and print "pull lists" to fill incoming requests. The Request Monitor can be configured to automatically refresh at set intervals and filter requests by certain criteria. The Request Monitor can be left running in a separate window while working in EvidenceOnQ or other applications.

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Security and Policy Management

The EvidenceOnQ system requires a User ID and password to log in. (Large agencies may choose to purchase our optional integration with Active Directory.) A system administrator can create groups and grant or deny permission to group members. System policies can also be set for password expiration (or non-expiration), minimum password length, failed log-in attempts, strong passwords, and session control logout for inactivity.



Additional options for user groups include:

- **Record Access** – Agencies may choose to limit user groups from viewing records. Evidence in specific cases can be restricted if they are highly sensitive or confidential. Large agencies often create groups to restrict the view of evidence by the type of crime such as homicide, sexual assaults, etc.
- **Field Access** – Fields on the customized profile screen can be disabled for user groups. For example, the property and evidence room personnel may have fields they use for their purposes, but do not apply to patrol officers. If a field is restricted, the user group does not see the field.
- **Report Access** – Each user group is given access to specific reports. For example, officers may need access to the property report and chain of custody, however the evidence personnel would also need to also access the owner letter and auction manifest.
- **Notes Log Subjects** – Agencies can determine what Notes Log subjects can be used and viewed by members of a group.
- **Document Access** – For agencies that have the eDocs module, user groups are given specific permission to view, upload, or download specific document types.

Retention Module

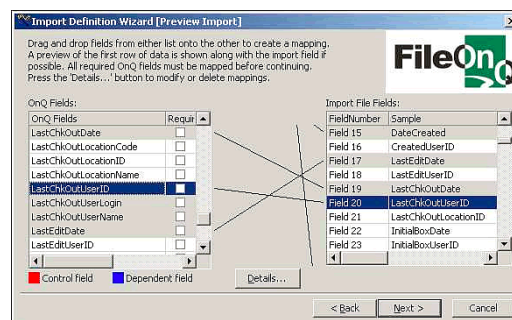
One of the biggest challenges in evidence management is determining when an item is available for destruction, return to owner, auction, etc. Purging items from the evidence room is a lengthy, laborious process. The retention module enables agencies to set a review or disposal date on evidence in accordance with their policies or statutes. EvidenceOnQ will auto-assign the review date based on the type of crime. The review date can be modified throughout the process if certain cases are delayed in court or are pending appeal.

Code	Date	Category	Years	Months	Days	Description
Non Violent	Creation	Felony	1	6	0	Felony crimes
Found	Creation	Found Property	0	0	90	Found Property
Misd.	Creation	Misdemeanor	1	0	00	Misdemeanor Offenses
Safekeeping	Creation	Safekeeping	0	0	30	Property for Safekeeping
Sex Offense	Creation	Sexual Offenses	3	0	0	Approval by supervisor or

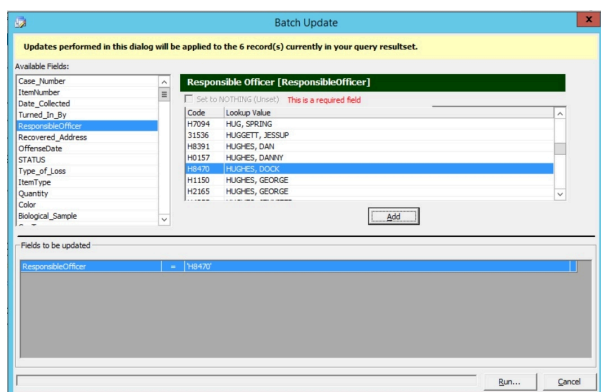
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Data Import, Export, Mapping and Validation

The import utility allows records to be imported from other data sources. EvidenceOnQ comes standard with a fully configurable import utility that can match field for field from any ASCII delimited data file, which is then imported into the EvidenceOnQ system. This can be done as an automated, scheduled import or an import on demand. The export utility allows users to create, save, and run any number of export routines. All imports that are run, whether manual or unattended, produce a log file. Any records that fail the import validation process will be listed in the log. All import logs are stored with a date and time stamp and can be viewed through the Import Log View. Any data can be exported from the EvidenceOnQ database.



Batch Update

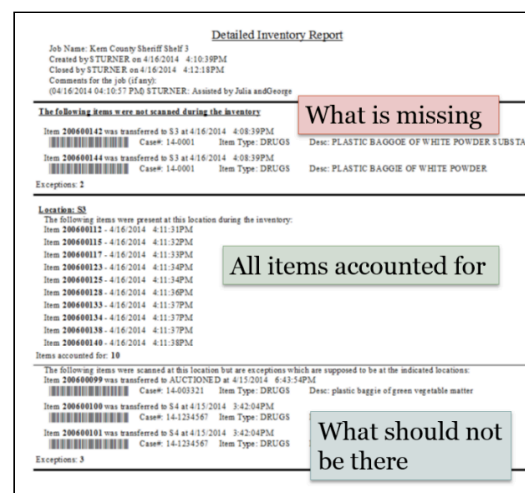


EvidenceOnQ allows for data to be changed or updated in a group. For example, if evidence is logged under the wrong case number, the items can be queried into a group, and the case number changed all at once. Any field or combination of fields on the profile screen can be changed using the Batch Update feature. Additionally, the retention code, review date, or retention comments can also be changed using this feature.

Inventory Module

The inventory feature enables projects to be created and paused, leaving the project open until it is finished. The detailed inventory report shows specific details about the report: the items missing, all items accounted for, and items that do not belong in that location. Comments may be added to the inventory, allowing users to document any corrections or clarifications needed. All comments are date and time stamped to preserve the integrity of the inventory.

EvidenceOnQ maintains a history of the inventories completed. An inventory history is also maintained for each item, documenting how many times it was inventoried and the status of the item at the time of the inventory.



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Custom Reports

Custom reports/forms are produced after performing any type of query, making them dynamic and versatile. With the unlimited field data selection options for queries, there is no limitation to the reports that can be run. FileOnQ uses Crystal Reports to develop these forms, however the end user is not required to have any Crystal license or expertise because the reports are run from within the application. The following examples show the query that can be performed and the custom report that is generated with the information. We will work with your agency to design your custom reports to meet your needs.

Property Report

The property report generated from EvidenceOnQ will list the property associated with a case, the corresponding unique barcode, and pertinent information for each item. This report is often attached to the case report.

San Diego Police Department
1401 Broadway
San Diego, CA 92101-6728
(619) 531-2246

Property / Evidence Transfer Receipt

The following items were transferred to the undersigned by:
SYS TEM on June 10, 2014

Item Count	Item Barcode	Item Description	Case #
1	00000002	BLACK COT WOODSMAN 22-CAL AUTOPistol WITH MAGAZINE	14-000402
2	00000002	LADDER YELLOW TANK-TOP SHIRT WITH APPARENT BLOODSTAINS	14-000402
3	00000003	LADDER BLUE JEAN PANTS WITH APPARENT BLOODSTAINS	14-000402
4	00000004	LADDER WHITE SANDALS WITH APPARENT BLOODSTAINS	14-000402

Reason: For Court
Comments: Released to Detective Shelley Bales for District Court trial.

Shelley Bales
Signed by Shelley Bales 6/10/14 1:23 pm

For Court Use
The above items, initiated by a court official, were admitted to court on _____ Date

Court Representative

Printed Name

Billings Police Department
Property Report

Case Number: 12-001234
Case Officer: SanAgustin, John
Offense: HOM - HOMICIDE

Suspect 1: PLEASANT, timothy W
Suspect 2: GUNNISON, ROBERT W

BarCode	Item #	Item Type	Description
200600606	6	BEDDING	Blanket that victim was wrapped in on the couch
200600607	7	CURRENCY	Blue water jug containing coins
200600608	8	TRACE EVIDENCE	Clump of hair

Recovered by Officer: Avery, Craig (422)
Location of Recovery: INVESTIGATIONS OFFICE

Recovered by Officer: Avery, Craig (422)
Location of Recovery: COUCH WHERE VICTIM WAS SLEEPING

Recovered by Officer: Avery, Craig (422)
Location of Recovery: FLOOR OF BEDROOM

Recovered by Officer: Avery, Craig (422)
Location of Recovery: FLOOR OF BEDROOM

Checkout Receipt

When items are transferred using signature capture, the system prompts the user to generate a transfer receipt. If the user chooses not to print a receipt, the signature can still be printed at any time in the future in the chain of custody report.

Disposition Request

The disposition request form itemizes property in a case that has come up for review. The officer can complete the form by hand or, to become paperless, use the Request Module to authorize the disposition of the property. For agencies that implement the Notification Module, this form is eliminated, with the entire process being automated.

Retention Status Request For Dispo

Print Date: Wednesday, November 10, 2010
Case Officer: Avery, Craig (422)
Case number: 10-654321

The following items, related to Case Number 10-654321 are currently being held in the Evidence Room. Please review the items and indicate the proper disposition of each one.

Item Description	Disposition
200600047 Altoids container with rock substance	☐ Dispose ☐ Hold Until

Reviewed and Approved by _____ Date _____

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Owner Notification Letter

EvidenceOnQ will generate your owner notification letters. The system will conveniently sort which items are associated with the appropriate legal owner listed. Letters will be generated for each owner, even when multiple cases are being processed.

CHAIN OF CUSTODY			
CASE #: 14-005213		EVENT DATE/TIME: 40 JADWIN	
CASE TYPE: FELONY - VIOLENT		EVENT ADDRESS: 40 JADWIN	
CASE OFFICER: Ansari, Afsoon (0414)			
200500741		ITEM #: 1 FIREARMS	
RECOVERY LOCATION: GLOVE COMPARTMENT OF VEHICLE		RECOVERED BY: Aguirre, Rich (35)	
Date/Time	Logged in User	Item moved to this Location	
3/20/2014 11:38:35AM	SHANNON TURNER	TEMP EVIDENCE LOCKERS	
3/20/2014 11:40:48AM	SHANNON TURNER	Removed from Temp Lockers	
3/20/2014 11:40:55AM	SHANNON TURNER	HANDGUN VAULT	
3/20/2014 11:42:34AM	SHANNON TURNER	JODY BETRY	
Follow Up - Released to detective for witness interview			
3/20/2014 11:44:46AM	SHANNON TURNER	RECEIVED NEW PORT RICHEY EVIDENCE	
3/20/2014 11:45:00AM	SHANNON TURNER	HANDGUN VAULT	
3/20/2014 11:45:32AM	SHANNON TURNER	Released to Owner	
Case Closed - Okay to release per DA's office		Lance Monterose	
End Chain of Custody for Item #: 1		related to Case #: 14-005213	

San Diego Police Department	
1401 Broadway San Diego, CA 92101-5720	
March 31, 2017 Case # 18-2681	
ELSA ROGERS 2708 CHASE CT EDGEWATER, CO 80214	
The property listed below is now available for release:	
Item Description	
AUDIO/VIDEO MEDIA	
BOX OF DVD MOVIES	200600008
CAMERA-RELATED EQUIPMENT	
CANON ASL70	200600009
CANON DIGITAL CAMERA IN BLACK CARRY CASE	200600010
CAMERA-RELATED EQUIPMENT	
NIKON COOLPIX L1200	200600011
BLUE NIKON COOLPIX L1200 DIGITAL CAMERA	200600012
If you wish to claim this property, please refer to the above case number and make an appointment with the Property Room by calling (619) 531-2646. Property will not be released without an appointment. You must have this letter and valid identification with you when you arrive to claim your property.	
If the property listed is a firearm and you have a criminal record, you may not be eligible to possess a firearm. If you have a criminal record, call first so that this issue can be addressed before you come to pick up your property.	
Sincerely,	
Property Technician	

Chain of Custody

EvidenceOnQ will produce the chain of custody for one or multiple items. Each item shows a complete, unalterable history of for the item. Included in the chain of custody are all dates, times, users, and any associated signatures for each transaction.

Auction Manifest

Agencies using PropertyRoom.com as their auction company will benefit from the auction manifest built into the EvidenceOnQ. Items ready for auction will be generated into the manifest with just one click.

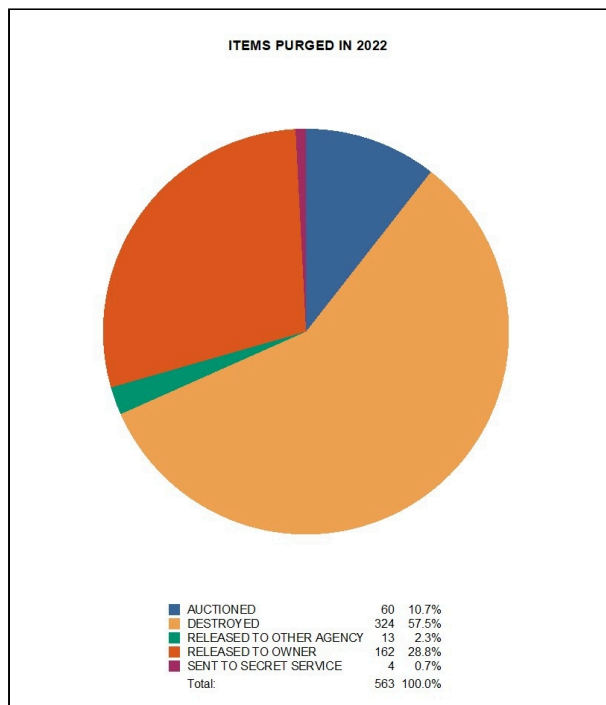
Property Auction Manifest					
Name or Department: Miami County Sheriff's Office		10/19/2016		PROPERTY ROOM.COM	
Pickup Address: 118 South Pearl Street		Page 1 of 1			
Police ID: 66073					
Line #	Qty	Description	Serial #	Reference Number	PR Barcode (SKU)
1		AUDIO/VIDEO MEDIA BOX OF DVD MOVIES		200600008	
2	1	BICYCLE DIAMONDBACK RAIDER BOYS CHROME DIAMONDBACK RAIDER 1-SPD BMX BIKE	45900DL358	200600021	
3	1	BICYCLE SCHWINN PEAK TO PEAK LADIES BLUE SCHWINN PEAK-TO-PEAK 27-SPD MOUNTAIN BIKE	45900DL358	200600023	
4	1	BICYCLE SCHWINN RENEGADE MENS BLUE SCHWINN RENEGADE 21-SPEED MTH BIKE	45900DL358	200600019	
5	1	BICYCLE SCHWINN VARIETY MENS ORANGE TREK DURANGO 21-SPD MOUNTAIN BIKE #1348030	13480301	200600035	
6	1	CAMERA-RELATED EQUIPMENT CANON ASL70 CANON DIGITAL CAMERA IN BLACK CARRY CASE	3294023	200600009	
7	1	CAMERA-RELATED EQUIPMENT NIKON COOLPIX L1200 BLUE NIKON COOLPIX L1200 DIGITAL CAMERA	11224448C	200600010	
8	1	HOUSEHOLD APPLIANCE KITCHEN AID KA2511 KITCHEN AID MIXER IN UNOPENED BOX	32211KA74901	200600016	
9	1	JEWELRY CAMBRIDGE LADIES BRACELET WITH SET WITH NUMEROUS BLUE JEWELRY STONES		200600046	
10	1	JEWELRY JOSTED LARGE YELLOW METAL SCHOOL CLASS RING		200600071	
11	1	TOOLS/EQUIPMENT POWERWATE 30-4 1/2 30-INCH POWERWATE BOLT CUTTERS	45900DL358	200600022	
Manifest Detail Verified ☐ At Pickup ☐ At Processing Center (All Court Fine Information will be printed on receipt)					
Received From: _____ Driver Acceptance: _____ ID Check Required: ☐ ID Checked: ☐ Printed from EvidenceOnQ					

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Random Percentage Audit Report

Best practices for evidence management include documented and periodic inspections and audits of the property-evidence inventory. The "Random Audit Report" takes a random, percentage based sample of evidence records from a specified category such as guns, drugs, or money. A report is created from which the auditor can use to verify the items. The report has a place for the auditor to initial that each item was found at its correct location, and a place for annotations about the items. These notations can also be documented in the notes log section of the records.

SAN JOAQUIN COUNTY SHERIFF Evidence Audit Compliance Report - FIREARM				
BarCode	Case #	Date Collected	Item Type and Description	Verified
Location: BIN 10 - BIN 10				
	20-123456	02/02/2020	FIREARM Gun Type Semi-automatic Model 17 Serial: 22151288 Description: GUN WITH BROKEN GRIP	☐
Location: BIN 13 - BIN 13				
	12-00123	10/09/2007	FIREARM Gun Type Semi-automatic Description: Gun found during first pursuit	☐
Location: HANDGUNS - HANDGUN VAULT				
	20-123456	02/06/2008	FIREARM Gun Type Semi-automatic Description: Gun found during first pursuit	☐
	20-123456	02/18/2014	FIREARM Gun Type Handgun Model 19 Serial: 18732833 Description: GUN IN A BROWN PAPER BAG	☐
	20-123456	06/25/2012	FIREARM Gun Type Handgun Model 19 Serial: 132131 Description: GUN FROM BOX OF BUTT LOAD OF GUNS	☐
	20-123456	04/23/2009	FIREARM Gun Type Semi-automatic Description: Gun found during first pursuit	☐



Pie Chart by Location

This custom report provides the results of a query in a pie chart, sorted by the current location of the items. In the example shown to the right, the user first ran a custom query for all items purged in the year 2022. With those query results, the user selected the Pie Chart report and entered a title. The report then sorted the results by the current location in a pie chart.

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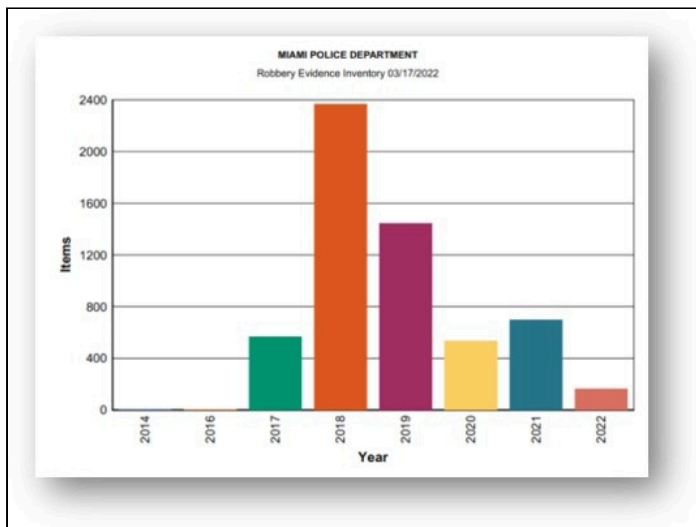
Items by Year Report

The Items by Year custom report converts the results of a query into a bar graph by year. The second page of the report provides a breakdown of the quantity of items per year.

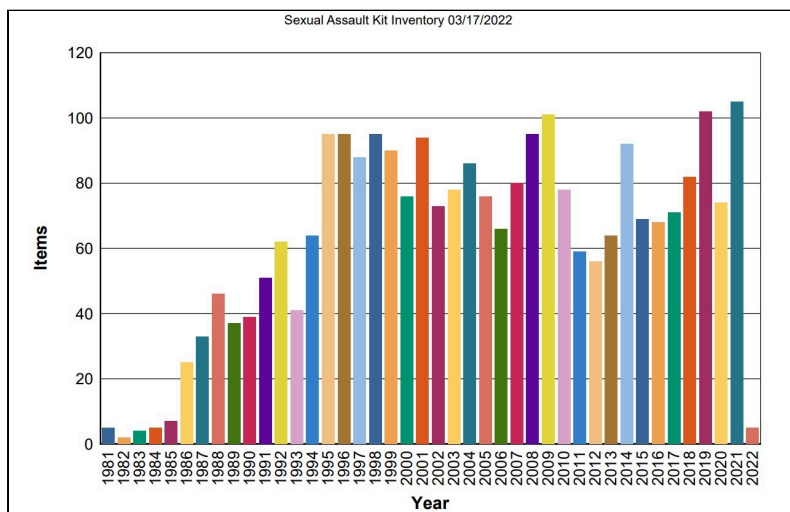
The report is generated after performing any query, such as:

1. All evidence currently being stored by the property unit
2. Sexual assault kits being stored
3. Evidence related to robberies
4. Found property over 90 days

This report is helpful for agencies to easily see the age of evidence and identify items that may be eligible for review and disposition. It is also a good tool for agencies to determine if old evidence should be relocated to a remote location for long-term storage.



Year	Item Count
1981	5
1982	2
1983	4
1984	5
1985	7
1986	25
1987	33
1988	46
1989	37
1990	39
1991	51
1992	62
1993	41
1994	64
1995	95
1996	95
1997	88
1998	95
1999	90
2000	76
2001	94
2002	73
2003	78
2004	86
2005	76
2006	66
2007	80
2008	95
2009	101
2010	78
2011	59
2012	56
2013	64



EvidenceOnQ will generate the WSP RFLE report, saving you valuable time when submitting items to the lab. FileOnQ will develop the two forms shown below that can be produced as often as needed within the EvidenceOnQ application.

Request for Laboratory Examination - Sexual Assault Kit

 CRIME LABORATORY REQUEST FOR LABORATORY EXAMINATION		CRIME LAB BARCODE HERE FOR LAB USE ONLY For evidence submission guidelines, refer to the Forensic Services Guide	
PRIMARY AGENCY CASE NUMBER		RELATED AGENCY CASE NUMBER(S)	
HAS OTHER EVIDENCE IN THIS CASE BEEN PREVIOUSLY SUBMITTED TO A WSP CRIME LAB? ☐ YES ☐ NO		OFFENSE/REQUEST CATEGORY	
SUSPECT(S) – LAST, FIRST, MI		VICTIM(S) – LAST, FIRST, MI	
SID #		DOB	
1		1	
2		2	
3		3	
4		4	
☐ INVESTIGATING OFFICER/DETECTIVE		☐ RUSH: Select reason	
NAME (LAST, FIRST)		RANK/POS	
BAGGE #		E-MAIL ADDRESSES	
AGENCY		STREET ADDRESS	
CITY		ZIP CODE	
Evidence Item # (Prioritized)		Item Description	
Exam Codes		Special Instructions/Requested Exam Explained	
1		1	
2		2	
3		3	
4		4	
5		5	
6		6	
7		7	
8		8	
9		9	
10		10	
The DNA Supplemental form with incident summary is required upon initial submission, and the Consumption form as needed. For Sexual Assault Submissions with no charged individual and Property Crimes, written consumption permission must be submitted with the RFLF.			
SUBMITTED BY (LAST, FIRST, MI)		SIGNATURE	
DATE		TIME	
SUBMITTAL METHOD:		TRACKING NUMBER:	
		TRACKING NUMBER:	
FOR LAB USE ONLY			
RECEIVED BY (PRINT NAME—LAST, FIRST)		SIGNATURE	
DATE		TIME	
Item(s) being released/returned:			
RELEASED BY (LAST, FIRST, MI)		SIGNATURE	
DATE		TIME	
RELEASED TO: (LAST, FIRST, MI)		SIGNATURE or TRACKING NUMBER	
DATE		TIME	

NOTE: Signing the Request for Laboratory Examination constitutes written agreement between the Washington State Patrol Crime Laboratory Division (CLD) and the submitting agency, subject to, but not limited to, the Terms and Conditions.

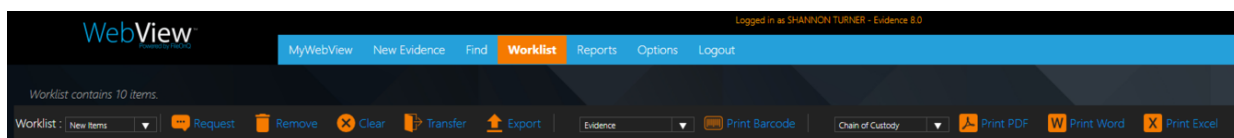
Crime Laboratory Division				REQUEST FOR LABORATORY EXAMINATION SEXUAL ASSAULT KIT SUBMISSION – DNA					
Only for SAK Submissions – Complete a new form for each SAK									
AGENCY:						CRIME LAB BARCODE HERE FOR LAB USE ONLY For evidence submission guidelines, refer to the Forensic Services Guide			
AGENCY CASE NO.:									
RELATED AGENCY CASE NO(S):									
OFFENSE:									
OFFENSE DATE:									
SUBJECTS INFORMATION – Additional suspects can be added to the Special Instructions section.									
SUSPECT(S) – LAST, FIRST		DOB	ASAB	VICTIM – LAST, FIRST		DOB	ASAB		
1				1					
2									
INDIVIDUAL HAS BEEN CHARGED IN THIS CASE:				☐ Yes ☐ No		LIST ONLY ONE VICTIM PER FORM			
SUBMITTING AGENCY INFORMATION									
ASSIGNED OFFICER (LAST, FIRST, TITLE)				TELEPHONE		E-MAIL			
EVIDENCE SUBMISSION INFORMATION									
SAK ITEM #		WA SAK TRACKING SYSTEM #				DNA WORK PRODUCT ITEM #			
DNA REFERENCE(S) ITEM #		COLLECTED FROM (LAST, FIRST)				REFERENCE TYPE			
SUBMITTED BY (LAST, FIRST)			SIGNATURE			DATE		TIME	
SUBMITTAL METHOD:									
NOTE: Signing the Request for Laboratory Examination constitutes written agreement between the Washington State Patrol Crime Laboratory Division (CLD) and the submitting agency, subject to, but not limited to, the Terms and Conditions within this document.									
RECEIVED BY (LAST, FIRST)				SIGNATURE		DATE		TIME	
All items received sealed unless otherwise noted.									
RELEASED BY (LAST, FIRST)			SIGNATURE			DATE		TIME	
RELEASED TO (LAST, FIRST, OR AGENCY)			SIGNATURE OR RELEASE METHOD			DATE		TIME	
EVIDENCE RETURN INFORMATION – The evidence submitted above should be returned to:									
AGENCY		CONTACT PERSON				E-MAIL			
STREET ADDRESS		CITY				ZIP CODE			

3000-210-020 (R 5/22)

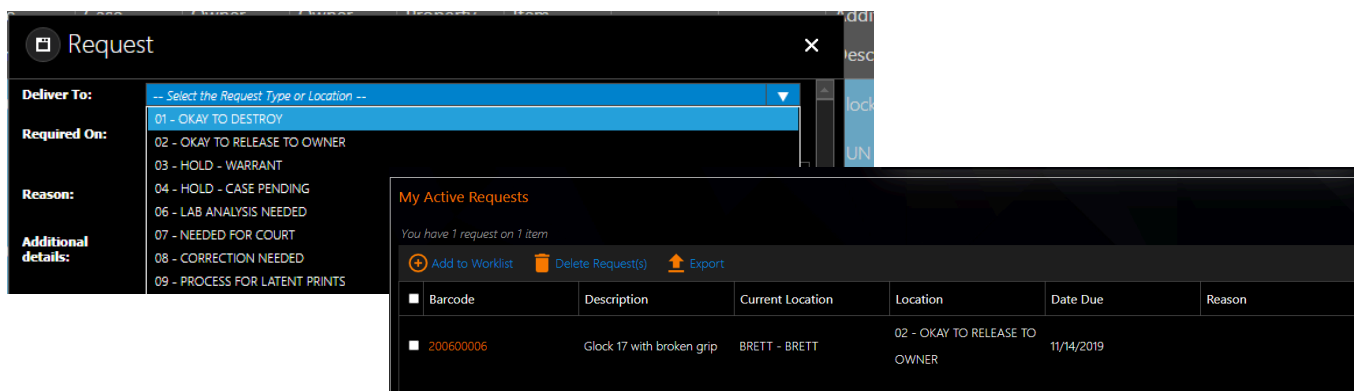
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Webview

Webview is built for end-users to enter evidence quickly and easily in a dashboard type atmosphere. **It is easily accessible from any location with a connection to your agency's intranet.** This is especially convenient for patrol, detectives, and crime scene investigators. Data can be entered in one location and then print the barcode labels at a later time and location. Users can also generate forms and reports such as an evidence report or chain of custody. These forms and reports may be printed or saved as a Word or PDF document. Permissions to access forms and reports may be limited per user group.

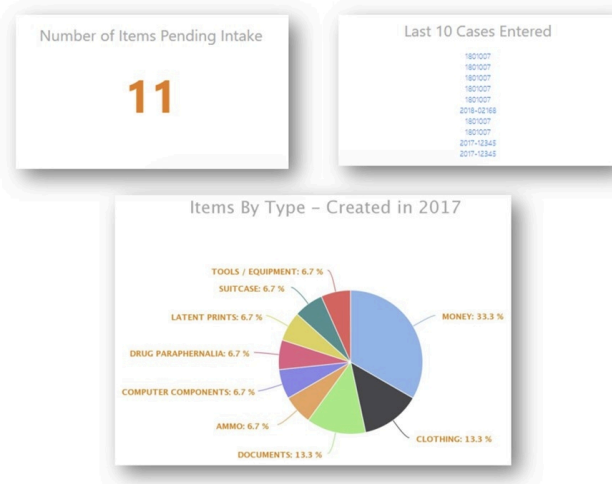


Users can submit requests associated with evidence, such as items needed for court, case follow-up, or authorizing the release to owner. When users log in to Webview, their pending requests are listed. They may cancel the request if it is still in the pending list. When the request is fulfilled, it is eliminated from the pending requests.



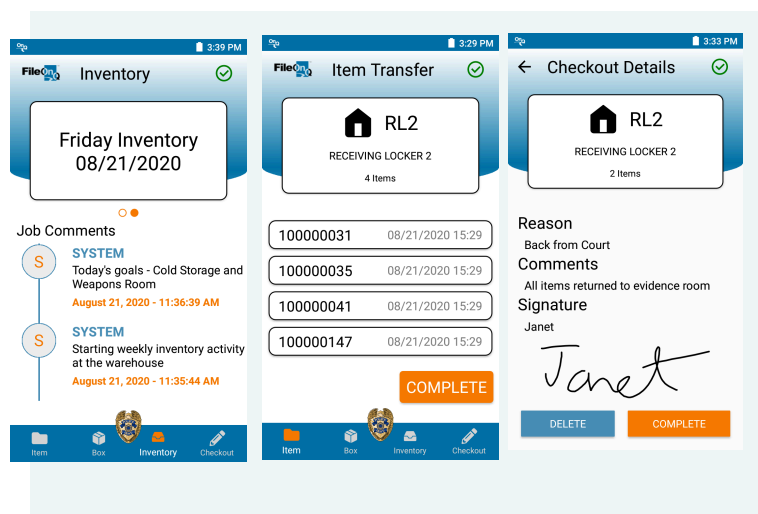
The dashboard in Webview displays widgets appropriate to each user group. Officers will see a list of the last 10 cases they entered, while the evidence staff will see the number of items in intake and the type of evidence being stored. The system includes these three widgets. *If additional widgets would benefit your agency, please let us know and we will include them in your proposal.*

Widgets can be displayed as a bar graph, pie chart, gauge, timeline, quantity counter, or text. For evidence staff that work primarily in the desktop client, this dashboard can be viewed from a utility on their computer without having to log in to Webview.



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MobileOnQ



MobileOnQ provides the convenience of performing tasks in remote locations where a computer may not be available. The projects are stored on the mobile device until the user syncs and processes the projects in the EvidenceOnQ desktop client. Working in a disconnected environment, MobileOnQ offers four functionality choices: transfer items, transfer boxes, perform inventories, and transfer items with a signature.

Transfer Items - MobileOnQ can be used to transfer items to a new location. Many evidence management projects are performed in a location where a computer is not available, such as such preparing bicycles ready for donation, items pulled and put in "pending destruction", reorganizing shelves, etc.

Transfer boxes - Many agencies use box/container locations for storing their evidence. The box transfer feature in MobileOnQ allows users to move boxes and their contents to new locations. The box location feature is also convenient for agencies moving their evidence into a new facility.

Inventories - MobileOnQ enables users to go to the location to inventory items rather than moving them within the range of the attached scanner. Multiple inventory jobs can be open, paused, and resumed before syncing and closing the projects in the desktop client.

Check-Out - MobileOnQ conveniently captures signatures when transferring items from the custody of the property and evidence division, such as releasing items to the owner or delivering evidence to the lab. After the transaction is processed, the signature and associated comments are made part of the unalterable chain of custody for the items that were released.

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eDocs

eDocs eliminates the need to make copies and store documents related to evidence.

- Owner documentation
- Crime lab reports
- Owner's driver's license or ID
- Court orders
- Existing chain of custody paper documentation

eDocs utilizes a designated, shared folder or SQL database on the user's network to store these electronic documents. The user can view the documents by either double-clicking a document icon or the View button. The eDocs system communicates with the Windows OS telling it which application to open to view that document, such as Word, Adobe, Media Player, etc. Any type of document can be opened if the user has the proper application and permission. Document types and keywords are fully searchable in combination with data on the profile page.

Document ID	Document Type	Date Received	eDoc Link Date
000000000000159		10/23/2013	10/23/2013
000000000000020	Lab Report	05/21/2009	05/21/2009
000000000000160	Lab Report	10/23/2013	10/23/2013
000000000000216	Court Order	07/24/2015	07/24/2015
000000000000039		06/01/2010	06/03/2010
000000000000214	Bank Statement	07/01/2015	07/01/2015

Document ID	Document Type	Date Received	eDoc Link Date
000000000000020	Lab Report	05/21/2009	05/21/2009
000000000000160	Lab Report	10/23/2013	10/23/2013
000000000000216	Court Order	07/24/2015	07/24/2015
000000000000039		06/01/2010	06/03/2010
000000000000214	Bank Statement	07/01/2015	07/01/2015

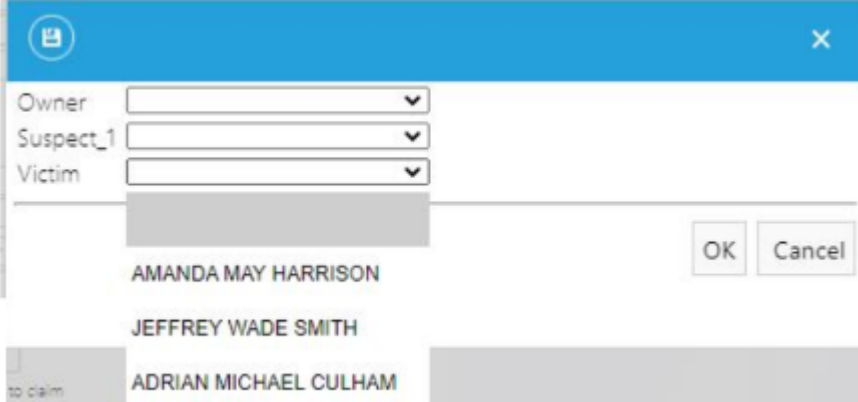
Document ID	Document Type	Date Received	eDoc Link Date
000000000000020	Lab Report	05/21/2009	05/21/2009
000000000000160	Lab Report	10/23/2013	10/23/2013
000000000000216	Court Order	07/24/2015	07/24/2015
000000000000039		06/01/2010	06/03/2010
000000000000214	Bank Statement	07/01/2015	07/01/2015

January 5, 2026

Integration with Spillman RMS

FileOnQ has developed a streamlined interface with the Spillman records management system. Officers initiate their case report in Spillman and enter the involved people. To enter the evidence, the officers log into the web portal of EvidenceOnQ. A prompt has them enter the case number. The next prompt provides a list of involved people that were entered in Spillman and allows the officer to choose the owner, suspect, victim, etc.

People Picker:



Owner

Suspect_1

Victim

AMANDA MAY HARRISON

JEFFREY WADE SMITH

ADRIAN MICHAEL CULHAM

OK Cancel

to claim

When the people are selected from the list, the system then queries the case data from Spillman and populates all the appropriate fields related to the case and people. The officer then fills out the remaining fields specific to the item that is being submitted.

Subsequent items in the case are entered easily by clicking on the icon “Add Item to Incident”. The case information and people information are carried over, eliminating repetitive data entry. This allows multiple items in the same case to be entered quickly.

Approximately every 2 minutes, the appropriate data from all new entries in EvidenceOnQ are sent to Spillman where a property record is created. Any updates made in Spillman, such as assigning a detective or closing out a case, are sent to EvidenceOnQ. Having this information in EvidenceOnQ saves time for the evidence staff so they don’t have to search Spillman.

Agencies must have the Spillman XML Law License for this two-way integration to be developed by FileOnQ.

January 5, 2026

SUBSCRIPTION PRICING

Subscription includes:

- EvidenceOnQ - Property & Evidence Management Solution. Requires SQL server provided by customer. - Includes all features outlined in the Features and Functionality section, in addition to: - Unlimited Concurrent Users - WebView, with 3 customized widgets. Requires IIS server provided by customer - eDocs and Electronic Imaging module - MobileOnQ, including software for one mobile device. - Integration with Spillman - Duplicate database for integration testing	\$1,061/month	1	\$1,061/month
---	---------------	---	---------------

Monthly Subscription Fee

\$1,061

Year One Costs:

EvidenceOnQ professional services to include:	\$15,912	1	\$15,912
--	----------	---	----------

Configuration of profile screen, including population of user groups and permissions, locations, drop-down values, barcode design, etc.

Import evidence data from Spillman. Includes mapping and set-up. Customer will provide extracted data in a tab delimited text file and do necessary data clean-up.

Remote Installation and configuration of software on customer server.

2 days on-site training and professional services. Includes travel and per diem costs.

Develop 11 Customized reports: Chain of Custody, Check-out Receipt, Property Report, Named List, Auction Manifest, Items by Year Chart, Random Percentage Audit Report, Owner Letter, Pie Chart by Location, WSP RFLE Form, WSP SAK RFLE

Integration development with Spillman RMS. Requires customer to have Spillman XML law license

Year One Costs total

\$15,912

January 5, 2026

Peripheral Hardware	Qty
Symbol Li 4278 Wireless Bluetooth Barcode Scanner	1
Zebra TC72xMobile Scanner Bundle (Includes: Zebra TC70 Scanner, Pistol Grip Trigger, Docking/Charging Station and Power Supply)	1
Topaz Signature Pad (USB)	1
Zebra ZD420 TT Thermal Transfer Barcode Label Network Printer	2
Case of 4x2 polypro thermal transfer labels - 4,400 rolls per case*	5
Case of 4.33" wax/resin ribbon cartridges - 6 per case *	4
Peripheral Hardware is calculated into Monthly Subscription Fee .	

*Your hardware is incorporated into this subscription plan and are warrantied for life. If a device breaks or becomes obsolete, FileOnQ will replace it at no charge to your agency. *Labels and ribbons are consumables and may be purchased through FileOnQ as needed.*

Your proposed investment is:

Year One - \$15,912.00 (50% due at time of order, balance due 6 months from date of purchase.)

Annual subscription: \$12,732.00 (begins 12 months from date of purchase.)

** WA state sales tax will be applied to all invoices.*

Subscription amount is guaranteed for a period of 24 months, then will increase no more than 5% annually.

January 5, 2026

System Requirements

FileOnQ Server

Hardware

- Dual-Core Processor (Quad-Core recommended)
- 8 GB RAM (16 GB recommended)
- 2 GB disk space
- SVGA display (1024x768) or higher

Operating System

- Windows Server: 2003*, 2008 Family*, 2012*, 2016, 2019, 2022

SQL Server

- SQL Server: 2005*, 2008R2*, 2012, 2014, 2016, 2017, 2019, 2022 Express or Standard

Network

- Windows Networking using TCP/IP, UNC
- Name resolution (DNS)
- Shared UNC path for shared settings

If Adding WebView or MobileOnQ

- Internet Information Services (IIS) 7 or higher
- .NET Framework 4.5 or higher
- Windows networking using TCP/IP

If Adding eDocs

- Additional required disk space is dependent on the number and type of files stored

Other

- PDF viewing software (such as Adobe Reader)

Desktop

Hardware

- Pentium 4 or higher
- 1 GB RAM (4 GB recommended)
- 400 MB disk space
- SVGA display (1024x768) or higher

Software

- Microsoft Windows: 7, 8.0*, 8,10, and 11
- .NET Framework 4.5
- Internet Explorer 8.0 or higher
- PDF viewing software (such as Adobe Reader)

EvidenceOnQ and Quartermaster are on-premises solutions.

* Versions marked with an asterisk are compatible, but no longer supported by Microsoft.

Rev 6/26/2024



City Council Agenda Bill

March 2, 2026

Action Type: Motion

Item: 5.h.

Title: Special Event: Open Streets

Staff Contact(s): Stephanie Snyder

Approved for Submittal to Council by:

Stephanie Snyder

John Coleman

Summary: A popular annual event which closes Commercial Ave to motorized traffic from 10th Street to 3rd Street. Portions of 7th, 6th, and 5th may also be closed. This is created for everyone to get outside and bring their bicycles, skate boards, roller skates or walk along Main Street. This may also include pet parades, tabling, buskers and other talent that may join on their own. The date and time will be August 30th, 2026 from 11:00 am to 3:00 pm.

Budget Impact:

0

Previous Action: Approved in 2025.

Recommended Motion: Approve

Alternative Actions: Disapprove or modify

Attachments (listed in order presented):

1. Mar 2 2026 Open Streets council packet
2. Open Streets.3.0



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 *

1/30/2026

Event Name *

Open Streets

Event Type

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

Applicant/Organization Name *

City of Anacortes, WA Parks & Recreation

Mailing Address *

PO Box 547. Anacortes, WA 98221

Event Contact Person *

Bob Vaux

Event Contact Email *

bobv@anacorteswa.gov

Event Contact Phone *

3606613503

Event Website

Estimated Number of Participants/Attendees *

2,000

Event Description *

This popular annual event closes Commercial Ave to motorized traffic from 10th Street to 3rd Street (still talking with Rockfish, re: will they be joining the event this year). Portions of 7th, 6th and 5th may be closed as well. This has varied over the years depending upon event participation. The closed streets allow for families to enjoy bicycle rides, walks, scooters, skate boards, etc, along "main street". Programming has and may include pet parades, tabling, buskers and folks that join the day on their own.

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 *

8/30/2026

Time Event Starts *

11:00:00 AM

Date Event Ends *

8/30/2026

Time Event Ends *

3:00:00 PM

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.

8/30/2026

Time Street Closure Starts *

10:00:00 AM

Date Street Closure Ends *

8/30/2026

Time Street Closure Ends *

3:00:00 PM

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.

Close Commercial from 10th St north to 3rd. 4th St will be managed by Aux Patrol so east/west traffic will be able to travel across Commercial. Portions of 5th, 6th and 7th may be used as well.

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

Open Streets V3 Map.pdf 910.33KB

Indemnification Agreement*

Upload scan of SIGNED indemnification agreement

Open Streets Sponsor.docx 116.54KB

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

Robert W. Vaux

Admin Review

Council Meeting Date*

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

3/2/2026

Staff Review Deadline*

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

2/23/2026

Administrator comments and conditions of approval

See New Map

Insurance Certificate

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 provide required insurance and traffic control plan as a condition of approval.

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.



Emergency AFD
Lanes remain clear
at all times
NO TENTS
NO TABLES

Road Closure
Barricades

USPS Ingress/Egress
remain clear

AUX
PATROL



City Council Agenda Bill

March 2, 2026

Action Type: Motion

Item: 5.i.

Title: Special Event: Uncorked

Staff Contact(s): Stephanie Snyder

Approved for Submittal to Council by:

Stephanie Snyder

John Coleman

Summary: A wine tasting event to be held at the Depot sponsored by the Chamber of Commerce. There will be no road closure. Tickets are sold to the event at the Chamber website. This event will be held from 3:00pm to 6:00pm on Saturday, March 7th, 2026.

Budget Impact:

\$22,000 from the city's Tourism Promotion Fund (LTAC)

Previous Action: approved in 2025

Recommended Motion: approve

Alternative Actions: disapprove or modify

Attachments (listed in order presented):

1. application



Special Event Application Processing

Administrator reviews the application for completeness. Administrator contacts the applicant to obtain any missing information and updates the application accordingly, including a legible copy of the Indemnification Agreement if that was not provided. It is recommended that the Administrator also verify that the applicant has entered phone and email correctly! Administrator then sets the target City Council date and routes the application for review by department heads.

View Anacortes Municipal Code [Chapter 7.04, Special Events](#)

Application

Application Date *

2/3/2026

Event Name *

UNCORKED Wine and Food Experience

Event Type

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

Applicant/Organization Name *

Anacortes Chamber of Commerce

Mailing Address *

819 Commercial Ave., Ste F

Event Contact Person *

Jordan Weeks

Event Contact Email *

jordan@anacortes.org

Event Contact Phone *

3602937911

Event Website

Estimated Number of Participants/Attendees *

200-250

Event Description *

This is a wine and food tasting ticketed event. We invite up to 20 wineries to pour samples for attendees and have an on-site wine sales area for attendees to purchase wine to take home with them.

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 *

3/7/2026

Time Event Starts *

2:00:00 PM

Date Event Ends *

3/7/2026

Time Event Ends *

6:00:00 PM

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.

The gravel lot south of the Depot for vendor parking please.

Event Map (optional)

Upload one or more maps of the event

[UNCORKED Program map v2....](#) 25.36KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[doc02325920260203145428.pdf](#) 298.93KB

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

Jordan Weeks

Admin Review

Council Meeting Date *

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

2/17/2026

Staff Review Deadline *

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

2/10/2026

Administrator comments and conditions of approval

There is no road closure. Map attached is a layout of the Depot for the wine vendors.

Insurance Certificate

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 *

None

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:

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.



City Council Agenda Bill

March 2, 2026

Action Type: Contract Award

Item: 6.a.

Title: Interlocal Agreement 26-092-PRK-001 with Port of Anacortes for the 4th of July Fireworks Display Contribution

Staff Contact(s): Jonn Lunsford

Approved for Submittal to Council by:

Tiffany Matson

Jonn Lunsford

Summary: City staff seeks approval to execute Interlocal Cooperative Agreement 26-092-PRK-001 with Port of Anacortes ("Port") under which the Port will contribute to the 2026 Fourth of July display in honor of their 100th anniversary.

- The Port will fund the cost of the Fireworks in an actual amount not to exceed \$20,000.
- The City will acknowledge the Port as a co-sponsor of the Event with equal attention given to the Port as to the City in marketing and promotional materials and events.

Budget Impact:

Receipt of up to \$20,000.00.

Previous Action: At the [11/24/2025](#) meeting Council approved contract [26-021-PRK-001](#) with Western Display to provide the 2026 Anacortes Fourth of July fireworks display. This interlocal has been discussed at the Port/City Liaison meetings.

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 26-092-PRK-001 between the City of Anacortes and Port of Anacortes.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 26-092-PRK-001
2. Port interlocal fireworks 03022026 presentation

**Interlocal Cooperative Agreement
between the City of Anacortes and the Port of Anacortes
for the 2026 Fourth of July Fireworks Display**

This **INTERLOCAL COOPERATION AGREEMENT FOR THE 2026 FOURTH OF JULY FIREWORKS DISPLAY** (the "Agreement"), entered into as of the date of the last authorizing signature below (the "Effective Date"), is between the **CITY OF ANACORTES**, a Washington municipal corporation ("City"), and the **PORT OF ANACORTES**, a Washington municipal corporation ("Port") (collectively the City and the Port are referred to as the "the Parties") pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act. The Parties agree as follows:

1. RECITALS.

1.1 The City has historically sponsored a professional fireworks display for the community beginning at dusk on July 4th.

1.2 The Port is celebrating its 100th anniversary in 2026.

1.3 The United States of America is celebrating its 250th anniversary on July 4, 2026.

1.4 The Port and City both desire for the Anacortes community to host a large Fourth of July event in 2026 (the "Event") to attract visitors and drive economic development for the Port, the City, and the community at large.

1.5 The Port desires to partially fund the fireworks display at the Event (the "Fireworks").

1.6 The City desires to accept partial funding for the Fireworks in exchange for providing the Port with publicity for partial sponsorship of the Event.

2. **PURPOSE.** The purpose of this Agreement is to memorialize the Parties' agreement concerning the Port's co-sponsorship of the Fireworks at the Event, which is focused on promoting tourism, increasing economic development for the Parties, celebrating the Port's 100th anniversary, and celebrating the United States of America's 250th anniversary. The Port shall not have any responsibility, liability, or involvement with any aspect of the Event, including but not limited to the Fireworks.

3. **TERM.** The term of this Agreement shall commence upon the approval and authorized execution hereof. The Event will be held on July 4, 2026. This Agreement shall terminate upon the Port's full payment to the City of the amount agreed upon herein, with the exception of terms of this Agreement that require performance after termination.

4. CITY'S RESPONSIBILITIES.

4.1 The City shall be solely responsible for the Event in its entirety, including the Fireworks display. The City's responsibilities shall also include, and not be limited to:

- (a) Acknowledging the Port as a co-sponsor of the Event with equal attention given to the Port as to the City in marketing and promotional materials and events.
- (b) Maintaining logos for both the City and Port of equal size on any media related to or promoting the Event and/or the Fireworks. The Port's 100th anniversary logo should be utilized for these purposes

5. **FINANCES.**

5.1 The Port shall fund the cost of the Fireworks at the Event in an actual amount not to exceed Twenty Thousand Dollars (\$20,000).

5.2 The Port shall reimburse the City for the actual cost of the Fireworks, which shall be evidenced by invoicing from the Fireworks vendor to the City, which has been pre-paid by the City.

5.3 The Port has no responsibility or liability for the Event or Fireworks beyond providing the City the funds described herein.

5.4 The Port's co-sponsorship of the Fireworks is done on a one-time basis and is not intended to be an ongoing, annual obligation of the Port.

6. **CONSIDERATION.** The City's responsibilities, indemnification, and waiver obligations constitute partial consideration for the Port's participation in this Agreement.

ADMINISTRATION.

7.1 The following individuals are designated as representatives of the respective Parties:

(a) The City's representative is its mayor.

(b) The Port's representative is its executive director.

7.2 The above-identified representatives are responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change must notify the other party in writing.

7.3 The Parties do not intend to create a separate organization, composition, or any separate legal entity or administrative entity under this Agreement.

8. **NOTICES.** Any notice or invoice under this Agreement must be sent by any of the following methods: postage pre-paid by regular mail, delivered personally, or sent via e-mail. Any notice so posted shall be deemed received two (2) business days after the date of mailing, or when sent by email 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 mailed or delivered to the following persons at the following addresses:

PORT OF ANACORTES
Executive Director
317 Commercial Ave
Anacortes, WA 98221
John.Dumas@portofanacortes.com

CITY OF ANACORTES
Mayor
P.O. Box 547
904 6th St
Anacortes, WA 98221
ryanw@anacorteswa.gov
cc: contracts@anacorteswa.gov

9. **TERMINATION.** Any Party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the Party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the Parties shall be liable only for performance

rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10. **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

11. **INDEMNIFICATION.** The City shall hold all risk related to the Event and the Fireworks. To the extent allowed by law, the City hereby agrees to release, save, defend, indemnify, and hold harmless the Port and its officers, directors, employees, consultants, and agents from and against any and all losses, damages, liabilities, expenses, and costs, including reasonable legal expense and attorneys' fees, to which an indemnified party may become subject as a result of any claim, demand, action, or other proceeding by any third party to the extent such losses arise directly or indirectly out of the Event or the Fireworks, except to the extent such losses result from the alleged negligence or willful misconduct of any indemnified party.

11. **TITLE 51 WAIVER.** For purposes of the foregoing indemnification provision, and only to the extent of claims by the Port against the City under such indemnification provision, the City specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, or any other similar workers' compensation schemes. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the Parties.

12. **CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS.** This Agreement may be changed, modified, amended, or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement must not be considered a waiver of any prior or subsequent breach, and the failure to exercise a right or remedy upon a breach does not constitute a waiver of any other terms or conditions of this Agreement.

13. **GOVERNING LAWS.** This Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any litigation concerning this Agreement shall be in Skagit County Superior Court, unless otherwise agreed to in writing by the Parties.

14. **DISPUTE RESOLUTION.** The Parties shall attempt to resolve all claims, disputes, and other matters in question, arising out of or related to this Agreement, first through informal discussions and then through formal written notification and cure, before resorting to litigation.

15. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended to be enforceable only by the Port and the City. There are no third-party beneficiaries to this Agreement.

16. **AUTHORITY.** The persons signing below represent and warrant that they have the requisite authority to bind the party on whose behalf they are signing.

17. **SURVIVAL.** All obligations of the City as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement that require performance beyond the termination date shall survive the termination of this Agreement.

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

19. **RECORDING OR POSTING.** This Agreement shall be recorded with the Skagit County Auditor or, alternatively, posted by subject on the Parties' respective websites or other electronically retrievable public source.

20. **ASSIGNMENT.** Except as otherwise agreed to by the Parties' written agreement executed by the parties hereto subsequent to the full execution of this Agreement, this Agreement shall not be assigned, and no rights hereunder shall pass by operation of law or other judicial process.

21. **HEADINGS.** The headings or captions of the paragraphs of this Agreement are only to assist the Parties in reading and understanding this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

22. **COUNTERPARTS.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original document.

23. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the Parties. All prior negotiations and draft written agreements are merged into and superseded by this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement may be deemed to exist or to bind any of the Parties hereto.

IN WITNESS HEREOF, the Port and the City have caused this Agreement to be executed in their names and to be attested by their duly authorized officers as of the below dates.

THIS AGREEMENT CONTAINS AN INDEMNIFICATION, RELEASE, AND LIMITED WAIVER OF IMMUNITY UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, OR ANY OTHER SIMILAR WORKERS' COMPENSATION SCHEMES
--

PORT OF ANACORTES

CITY OF ANACORTES

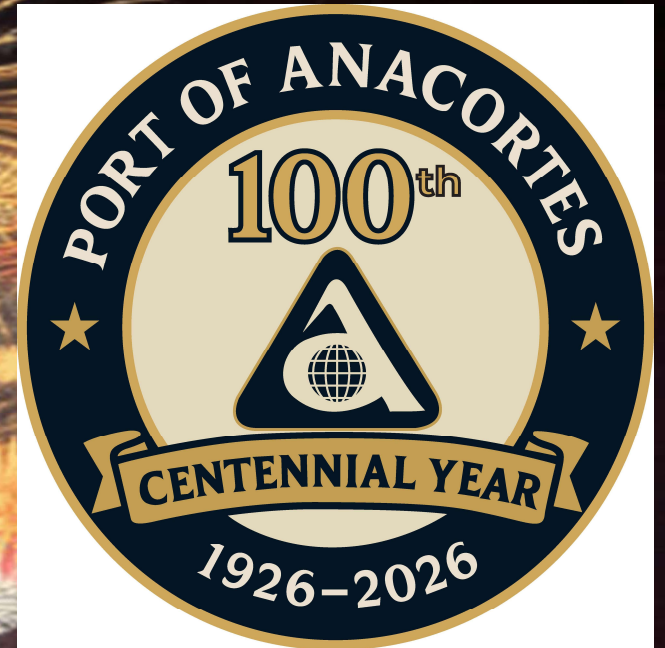
By: John Dumas
Its: Executive Director

By: Ryan Walters
Its: Mayor

Date: _____

Date: _____

ITEM 6.A.
INTERLOCAL AGREEMENT
26-092-PRK-001



Fireworks Contract 26-201-PRK-001

Western Display Fireworks: \$47,000

LTAC:	\$15,000
Parks Foundation:	\$12,000
POA:	\$20,000

Questions?



City Council Agenda Bill

March 2, 2026

Action Type: Contract Award

Item: 6.b.

Title: Interlocal Agreement 26-109-APD-001 with Port of Anacortes for the Police Vessel Moorage

Staff Contact(s): Dave Floyd

Approved for Submittal to Council by:

Tiffany Matson

Dave Floyd

Summary: City staff seeks approval to execute Interlocal Cooperative Agreement 26-109-APD-001 with Port of Anacortes ("Port") under which the Port will provide moorage for Anacortes Police Department Patrol Vessel in exchange for safety guidance for Port Security personnel.

Budget Impact:

N/A

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 26-109-APD-001 between the City of Anacortes and Port of Anacortes.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 26-109-APD-001
2. Monthly Moorage Agreement

INTERLOCAL AGREEMENT FOR MOORAGE

This **INTERLOCAL AGREEMENT FOR MOORAGE** (the “Agreement”), dated this ____ day of _____, 2026, is made pursuant to Ch. 39.34 RCW AND Ch. 39.33 RCW, by and between the **PORT OF ANACORTES**, a Washington municipal corporation (the “Port”) and the **CITY OF ANACORTES**, a Washington municipal corporation, (the “City”). The Port and the City are collectively referred to herein as the “Parties” or individually as a “Party.”

WHEREAS, the City and the Port are public agencies as defined in Ch. 39.34 RCW – the Interlocal Cooperation Act;

WHEREAS, the Port can license property to the City under the authority provided in Chapter 39.33 RCW – the Intergovernmental Disposition of Property Act;

WHEREAS, the City operates the Anacortes Police Department (“APD”) that serves the Port;

WHEREAS, the Port views APD as an important partner in providing emergency response services to patrons of the Port and protecting Port Property;

WHEREAS, APD has acquired a marine emergency response vessel (the “Vessel”), which will serve, among other areas, the Cap Sante Marina, the Port’s Marine Terminal, and other water adjacent properties owned by the Port;

WHEREAS, APD requires space to moor the Vessel and the Cap Sante Marina provides a strategic and centrally located moorage location for APD’s marine operations;

WHEREAS, Port personnel benefit from regular emergency response trainings, including tabletop exercises to practice response to mock emergencies and APD is willing to provide such trainings at no cost to the Port in exchange for moorage;

WHEREAS, the Port has a standard Annual Moorage Agreement which applies uniform requirements to licensees mooring in the Marina, the terms of which are acceptable to the City; and

WHEREAS, the Port and the City desire to enter into this Interlocal Agreement to memorialize their agreement concerning APD’s use of Port facilities for moorage of the Vessel.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, the Parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide the City, specifically APD, with a license for moorage in exchange for APD providing training to Port personnel, as specified in this Agreement, to support the City’s and the Port’s shared goals regarding safety and protecting people and property. The Port hereby grants the City a temporary license to moor City Police Vessel at Cap Sante Marina, Anacortes, Washington, (hereinafter referred to as “Marina”) in a slip or space designated by the Port (the “Slip”) and subject to the terms and conditions of this Agreement, and subject to the terms of the Port’s Cap Sante Marina Annual Moorage Agreement, which is incorporated herein by reference (the “License”). Given the benefit to the Port as articulated in the above recitals, the Port will not charge a monthly

moorage fee to the City or require a monetary security for the moorage and accepts the City's acceptance of the terms of this Agreement, including, without limitation, the applicable provisions of the Cap Sante Marina Annual Moorage Agreement and training requirements, as adequate consideration. The City shall remain responsible for any utility charges incurred under this License.

2. **TRAINING.** APD shall provide at minimum two (2) training exercises on emergency response practices for Port security personnel annually. The Chief of APD and the Executive Director of the Port, or their respective delegates, shall be responsible for scheduling these trainings. The Training requirements under this Agreement shall commence in 2026, regardless of when APD receives the Vessel or begins moorage at the Port.

3. **TERM AND TERMINATION.** The term of the License is year-to-year. In the event the Vessel is received mid-year, APD shall be permitted to moor the Vessel immediately for the remainder of that year, and the commencement of any subsequent term shall begin on January 1st of that respective calendar year. This License can be terminable by either party without cause upon ninety (90) days advance written notice prior to the end of any given calendar year. The License is terminable for cause should either Party fail to keep and perform any of the terms, covenants, or conditions contained herein, or made reference to, and shall fail to remedy any such default within sixty (60) calendar days after written notice thereof. Upon termination of the License, the Port may, at its option, declare this Agreement terminated, and, without further notice to the City, may re-enter the Slip without process of law, using force as may be necessary, to remove the Vessel and all property therefrom and the Port shall not be liable for any damage by reason of such re-entry for forfeiture. This remedy is cumulative and in addition to any remedies the Port may have to take custody of or impound the Vessel under Chapter 79.100 RCW or RCW 53.08.320. This Agreement, including, without limitation to, the indemnification obligations of the Parties, shall survive the termination of the License and continue in full force and effect until fully performed or satisfied.

Upon termination of the License, the City shall remove the Vessel from the Slip, Marina, and Port property, leaving the same in the same condition in which originally accepted, reasonable wear and tear expected. If any of the City's property is not removed from Port property upon termination of the License, the Port, though not required to, may, at its sole discretion, elect any of the following remedies, which are cumulative:

- Proceed with removal of the Vessel and any personal property as authorized by law, including, without limitation, by the processes provided for in Chapter 79.100 RCW or RCW 53.08.320; and/or
- To commence suit against the City for damages or for specific performance.

4. **CITY'S ACCEPTANCE OF ANNUAL MOORAGE AGREEMENT.** Except as modified by this Agreement, the terms of the Cap Sante Marina Annual Moorage Agreement ("Moorage Agreement") which is currently adopted and in use by the Port shall apply to the License and is incorporated herein by reference. A copy of the current Moorage Agreement is attached hereto as **Exhibit A**. The City shall cause the Moorage Agreement to be executed concurrent with the execution of this Agreement. The Administrator for the City identified herein, or as updated in writing by the City, shall have the authority to execute updated Moorage Agreements without further review of approval from City Council, provided such Moorage Agreement is the standard form currently adopted by the Port. A default in this Agreement shall constitute a default under the Moorage Agreement, and a default under the Moorage Agreement shall constitute a default in this Agreement.

5. **ASSIGNMENT.** This Agreement may not be assigned.

6. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered by the below identified persons, or such other person as may be identified in writing to the Parties. Any notice under this Agreement shall be sent via electronic mail, postage pre-paid by regular mail, or delivered personally. Any mailed notice shall be deemed received two (2) business days after the date of mailing. Notices shall be mailed or delivered to the following persons at the following addresses:

Port of Anacortes: John Dumas, Executive Director
317 Commercial Avenue
Anacortes, WA 98221
John.dumas@portofanacortes.com

City of Anacortes: Chief Dave Floyd
1218 24th Street
Anacortes, WA 98221
floyd@anacorteswa.gov

7. **DISPUTE RESOLUTION.** The Parties shall attempt to resolve all claims, disputes, and other matters in question arising out of or related to this Agreement, first through informal discussions. Except as otherwise provided for in this Agreement or by law, any Party that alleges a violation or breach of this Agreement, which is not first resolved through informal discussions, shall provide the other Party thirty (30) calendar days' notice of the alleged violation and opportunity to cure, before resorting to litigation.

8. **SEVERABILITY.** In the event any term or condition contained in this Agreement or application thereof to any person or circumstances is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or condition hereof, and the Parties will reasonably cooperate to modify this Agreement to achieve the purposes set forth herein.

9. **MODIFICATIONS.** This Agreement may be amended and modified by a written agreement signed by the Parties, in the same manner as the signing of the original Agreement.

10. **WAIVER.** No failure by the Parties to insist upon the strict performance of any term or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver or breach of any other term or condition of this Agreement.

11. **GOVERNING LAWS.** This Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Washington.

12. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended to be enforceable only by the Port and the City. There are no third-party beneficiaries to this Agreement.

13. **COUNTERPARTS.** This Agreement may be signed in counterparts. Electronic transmission of any signed original documents, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

14. **RECORDING OR POSTING.** This Agreement shall be recorded with the Skagit County Auditor or, alternatively, posted by subject on the Parties' respective websites or other electronically retrievable public source.

15. **ENTIRE AGREEMENT.** This Agreement contains all terms and conditions agreed upon by the Parties on the issues covered by it, except as supplemented by subsequent written agreements the Parties make. All prior negotiations and draft written agreements are merged into and superseded by this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties hereto.

16. **EXECUTION.** The persons signing below represent and warrant that they have the requisite authority to bind the Party on whose behalf they are signing.

**THIS AGREEMENT CONTAINS INDEMNIFICATIONS, LIMITED
WAIVERS OF PROTECTION UNDER TITLE 51, EQUIVALENT
WORKERS' COMPENSATION SCHEMES, AND A RELEASE OF
CLAIMS.**

IN WITNESS HEREOF, the Port and the City have caused this Agreement to be executed in their names and to be attested by their duly authorized officers this ___ day of _____, 20²⁶.

PORT OF ANACORTES

CITY OF ANACORTES

DocuSigned by:

John Dumas

By: John Dumas

Its: Executive Director

By: Ryan Walters

Its: Mayor

Cap Sante Marina Monthly Moorage Agreement

This agreement is entered into between the Port of Anacortes, hereinafter referred as "Port", and the undersigned, hereinafter referred to as "Licensee". The following terms, covenants and conditions are the basis of this agreement:

1. GRANT OF PERMIT

The Port grants to Licensee a permit to moor the vessel designated herein at Cap Sante Marina, Anacortes, Washington, hereinafter referred to as "Marina", on a month-to-month basis for the monthly rate designated herein, plus any applicable taxes, charges, and/or commission adopted rate increase. Moorage, taxes and all applicable charges shall be paid monthly to the Port until this agreement is terminated and/or expired. Any unpaid fees will be subject to an interest charge equal to eighteen percent (18%) per annum.

The assigned moorage slip and total monthly obligation are specified below.

2. TERM

The term of this agreement shall be month-to-month beginning on the effective date of this agreement, which is the date of mutual acceptance as confirmed by executed agreement. The term is subject to the termination provisions in paragraph 19 below.

The agreement requires a minimum 30-day commitment. An initial nonrefundable sum of the first month's moorage fees designated herein and anticipated taxes shall be collected and applied to the first month's moorage on a prorated basis beginning the effective date of this agreement. The remainder of the sum collected shall be credited to the following month's moorage fee.

3. CONTRACTUAL RELATIONSHIP

The Port does not accept Licensee's vessel designated herein for storage, shall not be held liable in any manner for the safekeeping or condition of the same, and is not responsible therefore as a warehouseman or Bailee. The Port shall not be held responsible or liable for any damage or loss to, or of, said Licensee's property, including but not limited to boat, tackle, gear, equipment, upon said vessel or upon the premises of the Port, from any cause whatsoever, or for injury to Licensee, its agents, guests, invitees, or employees occasioned by any cause, including but not limited to, theft or misappropriation, fire, explosion, water, gas, electricity, floods or high water, leaks from the roof or elsewhere, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of any kind, or by any act or neglect of other persons. Licensee shall give immediate verbal or written notice to the Port in case of fire or accident at the moorage slip referenced herein and/or the physical area adjacent thereto, or of any defects, damage, or injury therein. Licensee shall, at Licensee's sole expense, have the responsibility to insure its personal property upon the Port's premises or adjacent thereto, including but not limited to in the moorage slip referenced herein against physical loss or damage by any or all perils, and against claims for liability.

4. PORT REGULATION

This agreement is subject to the Port's Rules and Regulations at Cap Sante Marina and Cap Sante Marina Schedule of Rates and Fees, hereinafter referred to as "Regulations", as the same may be amended from time to time and the Regulations are hereby adopted by this reference as part hereof. It is a condition of this agreement that Licensee shall abide by all Port rules and regulations, and secure the compliance of its agents, guests, invitees, and employees therewith. The provisions of the Regulations are in addition to the provisions of this agreement and, in the event of conflict between the provisions of the Regulations and this agreement, this agreement shall control.

5. ACCOUNT IN GOOD STANDING

This agreement is based upon mutual understanding that Licensee's account will remain in good standing, which includes but is not limited to notifying the Port of any change in contact information, including mailing address, e-mail address or phone number. If at any time the account becomes delinquent, this agreement is cancelable by the Port and the moorage permit may be revoked. The Port may take permissible actions to collect delinquent Port charges or to deem vessels abandoned or derelict.

6. HOLD HARMLESS

Licensee hereby agrees to protect, indemnify, defend (with legal counsel acceptable to the Port) and to hold and save harmless the Port, its elected officials, agents and employees, their successors and assigns, heirs, executors, and administrators from and against all demands, liabilities, obligations, fines, claims, claims for mechanics liens, damages, penalties, causes of action, judgments, costs, and expenses (including without limitation attorney's fees and expenses) (collectively "Claims") due to, resulting from, or arising from:

- Acts, failures to act, or omissions of Licensee, its servants, agents, invitees, guests and employees on or about Port property;
- The Licensee's use of Port property or any part thereof, including but not limited to, floats, docks or piers, ramps and approaches, buildings, sidewalks, curbs, parking lots, streets or ways;
- Any failure on the part of Licensee to perform or comply with any rule, ordinance, contract or agreement term, or law;

Cap Sante Marina Monthly Moorage Agreement

- Hazardous substances on Port property, to adjacent property, or into the waters of Fidalgo Bay caused in whole or in part by or arising from the activities of Licensee, its agents, or any other person or entity on the Port's property as a result of Licensee's activities during any period of time that Licensee has occupied all or a portion of the Port's property during the term of this agreement or any previous agreement.

ONLY TO THE EXTENT OF CLAIMS AGAINST LICENSEE BY THE PORT, THE UNDERSIGNED LICENSEE HEREBY WAIVES ITS IMMUNITY UNDER THE INDUSTRIAL INSURANCE ACT RCW TITLE 51, THE LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT, THE JONES ACT, AND OTHER SIMILAR WORKERS COMPENSATION STATUTES.

THE UNDERSIGNED LICENSEE HEREBY AGREES TO INDEMNIFY THE PORT FOR THE CONCURRENT NEGLIGENCE OF THE PORT AND THE UNDERSIGNED LICENSEE TO THE EXTENT OF THE LICENSEE'S NEGLIGENCE.

This indemnity agreement does not apply when such damage or injury is caused solely by negligent or intentional acts of the Port, its elected officials, agents, or employees.

7. SLIP CONDITION AND MAINTENANCE

Marina premises adjacent to the slip designated herein have been inspected by Licensee and are accepted by Licensee in their present condition as is, where is, and with all faults. Licensee shall keep the slip designated herein and adjacent finger float in a safe, neat, clean, orderly, and sanitary condition at all times, and shall not dump or discharge waste, petroleum products, garbage, or other hazardous substances (as that term is defined in RCW 70.105D and other environmental laws) into the waters of the Marina. Licensee agrees that it will not disturb the Port, or any of its licensees or tenants, by making or permitting any disturbances or any unusual noise, vibrations, or other disturbing conditions. Licensee shall at all times comply with Federal, State, County, City, and Port laws, ordinances and regulations, rules and special instructions issued by the Port's Executive Director or his or her agents.

8. USE OF SLIP

This agreement includes the right to moor Licensee's vessel to the adjacent float. Use of this float is in common with others and Licensee shall not place equipment, structures, or other items on the float, nor shall Licensee alter, add to, damage, or otherwise disturb the float structure. No bumper materials shall be fastened to a float structure without the Port's prior written approval. Licensee shall not maintain anything that may be dangerous to life, or limb, or permit any objectionable noise or odor on its boat, Marina premises, or premises adjacent thereto, or permit anything to be done on said premises which, in any way, will tend to create a nuisance or to disturb any other vessel owner, guest, or Licensee of the Port. Licensee further agrees not to use said moorage slip in a manner that is in violation of any applicable laws, ordinances, rules or regulations.

Upon termination of this agreement, Licensee shall vacate the slip referenced herein and the physical area adjacent thereto, leaving the same in the same condition in which originally accepted, reasonable wear and tear excepted, broom clean, free of debris and Licensee's personal property. If any of Licensee's property is not removed from Port property by the conclusion of this agreement, the Port, though not required to, may, at its sole option, elect any of the following remedies, which are cumulative:

- To remove any or all of the items and dispose of them without liability to Licensee. The Port shall not be required to mitigate its damages, to dispose of the property in a commercially reasonable manner, or to make effort whatsoever to obtain payment for such items. Licensee agrees to pay the Port's costs and damages associated with Licensee's failure to remove such items ("Disposal Costs"), provided that any net proceeds recovered by the Port in excess of its Disposal Costs will be deducted from Licensee's financial obligations. Licensee's financial obligations shall survive the termination of this agreement;
- To have title to any or all of such items revert to the Port;
- To commence suit against Licensee for damages or for specific performance.

9. OVERHANG

In order to protect people walking the docks and vessels navigating the fairways, Cap Sante Marina has a "no overhang" policy for vessels moored at the Marina. This means that if any portion of a vessel or its gear (i.e. swim step, bow pulpit, bow sprit, rails, outboard motors, etc.) extends over the end of the finger float or the walkway, the vessel is considered too long for the slip. Licensee recognizes the "no overhang" policy and attests that the vessel designated herein fits the assigned slip. Licensee acknowledges Port staff will measure the vessel for official length overall (LOA) and failure to fit the assigned slip, including future modifications to the vessel affecting LOA, will be grounds for immediate termination of this agreement.

Under certain circumstances, and limited to specific areas in the Marina for which safety allows, exceptions to the "no overhang" policy may be granted upon the prior written approval of the Marina Harbormaster, based upon the Harbormaster's discretion. The Port reserves the right to withhold its consent to exceptions under any future agreements and other exceptions requested by Licensee and the Port's granting of an exception to the "no overhang" policy shall not be interpreted as a waiver of this right.

10. TRESPASSERS

The Port is not responsible for unauthorized persons using the slip referenced herein or for the removal of such persons and their property therefrom.

Initials

Cap Sante Marina Monthly Moorage Agreement

11. UTILITIES ELECTRICITY

Fee for base electric service is the monthly rate designated herein, due and payable as is the moorage fee provided for in paragraph 1 above. If Licensee is provided electrical service in excess of the base service, he or she shall pay for the excess service as billed for the same. Should electrical service charges become delinquent, the Port shall have the right to disconnect all power until Licensees' account is brought current. Licensee agrees to pay all connecting and disconnecting charges relative to electrical service. The Port does not guarantee the continuity or characteristics of electrical service and its compatibility with the vessel's electric circuit protector, if any, or any effects of electrolytic action. All extension cords must be three wire grounded type of an adequate size, and with the proper sized plug ends, to handle the amperage being used. Improper cords will be impounded by the Port and will be returned only when a proper cord has been fitted.

WATER

Water service is provided at no additional cost. However, Port staff will turn off the dock water supply during periods of potential freezing weather or for maintenance and repair. Licensee shall be prepared to be without dockside water supply for extended periods during times where freezing may occur, or during maintenance and repair of the water system.

12. SUBSTITUTION OF VESSEL

If Licensee intends to substitute a different vessel for the one designated herein, the Port gives no assurance that the slip assignment designated herein will accommodate such other vessel or that another slip assignment will be available. Therefore, no vessel shall be substituted for that one designated herein without the prior approval of the Port. If the vessel designated herein is moored in another slip (other than that assigned herein), it will be subject to transient moorage rates, unless specifically authorized by the Port.

13. ASSIGNMENT AND TRANSFER

Licensee shall not assign, transfer, or sublet this agreement and/or the slip designated herein, or any partnership or other interest in either, without first obtaining an amendment to this agreement from the Port authorizing such action and no rights hereunder in or to said moorage slip shall pass by operation of law or other judicial process or through insolvency proceedings. For the purpose of this agreement, any change of ownership including sale, liquidation, or other disposition of some or all of the corporate stock or limited liability company units will be considered an assignment. Use of the designated slip is personal to Licensee and a person purchasing the vessel or any partnership or other interest therein from Licensee will not thereby acquire rights under this agreement, or rights to use the slip in the absence of such an amendment. In the absence of express authorization by means of an amendment to this agreement, failure of Licensee to keep title to the vessel documented or registered under applicable Federal, State, or foreign law and regulations exclusively in the name of Licensee shall constitute a violation of this agreement subject to the termination provisions of paragraph 19 below. The Port reserves the right to withhold its consent to any future amendment to this agreement requested by Licensee even though on occasion it may consent to one or more such amendments.

14. EMERGENCY AUTHORITY

In the event Licensee's vessel, or a vessel in an adjacent slip is, in the sole judgment of the Port, subject to loss, destruction, or damage from any cause, the Port may, but is not required to, carry out any procedure which the Port deems reasonable to endeavor to prevent any such loss, destruction, or damage, including removing the vessel to dry land storage. Dry land storage fee and the cost of haul out will be charged to Licensee's account. Any costs so incurred by the Port shall be for the benefit of Licensee and Licensee shall hold the Port harmless from all such costs or expenses so incurred. For the purpose of carrying out any procedures as contemplated by this paragraph and/or for the purposes of incurring any expenses as hereinafter contemplated, Licensee does hereby hold the Port harmless from any loss, destruction, or damage to the vessel described herein and personal property located thereon. The authority granted in this paragraph shall be exercised only at times when, in the sole judgment of the Port, an emergency is deemed to exist, and such authority may be carried without notice to Licensee.

15. REASSIGNMENT

Moorage may be reassigned, at the option of the Port, to other slips or spaces within the Marina to accommodate repairs, improvements, maintenance, construction, emergencies, or when otherwise desirable in the Port's opinion. In the event of reassignment, Licensee shall receive a new slip as nearly comparable in location to the slip designated herein as is available and the Port will take reasonable measure to notify Licensee of reassignment. In the event Licensee is not available, Licensee hereby grants the Port and its agents and employees access to the vessel for relocation. As provided in paragraph 3, the Port does not assume any responsibility for the vessel on the basis of the foregoing rights.

Initials

Cap Sante Marina Monthly Moorage Agreement

16. PROOF OF OWNERSHIP AND REGISTRATION

Initials

Licensee shall provide the Port with proof of ownership establishing Licensee as the legal owner or operator of the vessel moored at the Marina, and that the vessel is registered in compliance with the laws of the State of Washington. Appropriate documentation includes Coast Guard Documentation and/or Washington State Registration. Licensee shall provide the Port with updated documentation upon annual registration renewal. Failure to provide and maintain current documentation as required may be grounds for termination of this agreement. If not registered, by initialing, Licensee intends to register the vessel according to Washington State Department of Licensing. Licensee also acknowledges receipt of Washington State vessel registration and tax requirements.

17. INSURANCE

Initials

The Port does not provide any type of insurance, which would protect Licensee's personal property from loss by fire, theft, or any other type of casualty loss. It is Licensee's responsibility, at Licensee's expense, to maintain at all times current insurance during the entirety of the moorage agreement. Pursuant to RCW 53.08.480, the Port requires proof of marine general, legal and pollution liability insurance. The liability portion of Licensee's policy shall cover all claims for personal injury (including death) and property damage (including all real and personal property located at the moorage slip referenced herein) arising on the Port's property or arising out of Licensee's obligations. Coverage limits vary, and are dependent on vessel length overall. At all times, the limits of liability shall be not less than three hundred thousand dollars (\$300,000) for each occurrence and in the aggregate for vessels under 66' in length and not less than one million dollars (\$1,000,000) for each occurrence and in the aggregate for vessels 66' in length and over. It is Licensee's responsibility to secure such insurance to protect itself and its property against all perils of whatever nature in an amount at least equal to the total value of all moored property. If Licensee fails to obtain insurance, then Licensee hereby indemnifies the Port and waives all claims against the Port and releases the Port from any and all liability. Licensee automatically assumes all risk of loss to property that would be covered by such insurance. Licensee shall make no claim whatsoever against the Port's insurance in the event of any loss.

In addition, the Port requires that it be named as an additional insured with respect to these policies and receive proof of insurance upon every change or renewal of said policies. The policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended, or canceled with respect to the Port except upon forty-five (45) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and the Port's elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the Port as an additional insured will not be effected by any act or omission by Licensee that might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is the subject of a claim or suit; and (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another. The Port reserves the right to amend insurance requirements at any time. Failure to provide and maintain current insurance as required may be grounds for termination of this agreement.

Licensee believes and states that the insurance obligation herein does not exceed that which the Licensee would otherwise normally place upon itself and obtain in order to operate its business in a prudent manner.

18. CONDUCT AND BEHAVIOR

Behavior that disturbs or creates a nuisance for others as reasonably determined by the Marina Harbormaster is not permitted. Complaints regarding Licensee, Licensee's guests, or other customer or Licensee behavior shall be referred to the Marina Harbormaster. In a case of emergency, call 911. Repeated nuisance behavior by Licensee and/or Licensee's guests, may be grounds for termination of this agreement.

Conduct or language, in any form of communication, directed at Port staff or Commissioners that seriously alarms, annoys, harasses, or is detrimental to such person will not be allowed on Port property. When the conduct is of such a nature as would cause a reasonable person to suffer emotional distress and actually causes the Port staff or Commissioner to suffer from emotional distress, the conduct may result in the actor being trespassed from Port property and/or the Port terminating this agreement, without prior notice. Such agreement termination may be appealed within five (5) business days of the Port providing the notice of termination. Such appeal must be made to the Port's Executive Director in writing, specifying the exact nature of the appeal. All decisions of the Executive Director are final.

Cap Sante Marina Monthly Moorage Agreement

Initials

19. TERMINATION

Termination without Cause: The Port may terminate this agreement without cause by giving written notice to Licensee more than thirty (30) days prior to the scheduled termination date. Notice to Licensee of termination without cause shall be considered delivered to Licensee upon three (3) days after such notice is deposited in the United States mail, postage prepaid, addressed to the Licensee at the address provided in the Customer Information section of this agreement. The effective termination date will be the termination date set forth in the written notice.

The Licensee may terminate this agreement without cause by giving notice to the Harbor Office, at any time, after the initial 30-day term, on the date that Licensee intends to terminate the agreement. The effective termination date in this circumstance will be the date Licensee's notice of termination is received by the Harbor Office. In no event shall a later intended date of termination be specified in the notice. Vessel(s) remaining in the Marina after the notice date are subject to transient boat rules, regulations, and daily rates.

Termination for Default: If Licensee shall fail to keep and perform any of the terms, covenants or conditions herein contained or made reference to, and shall fail to remedy any such default within ten (10) days after written notice thereof by the Port to Licensee, or make any false disclosure herein, the Port may at its option declare this agreement terminated and Licensee's right to possession ended. The Port, without further notice to Licensee, may re-enter said slip and adjacent float without process of law, using force as may be necessary, to remove all property therefrom and the Port shall not be liable for any damage by reason of such re-entry for forfeiture. Notice to Licensee for termination for default shall be considered delivered to Licensee three (3) days after such notice is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Licensee at its address provided in the Customer Information section of this Agreement. If by reason of any default on the part of Licensee in the performance of any of the provisions of this agreement and/or the Regulations, it becomes necessary for the Port to employ an attorney, Licensee agrees to pay all costs, expenses and attorney fees expended or incurred by the Port in connection therewith. Termination by the Port shall not prejudice the right of the Port to collect all money owing for whatever has been provided in exchange for the debt incurred. The Port shall not, by any re-entry or other act, be deemed to have accepted any surrender by Licensee of the moorage slip or be deemed to have relieved Licensee of any obligation under this agreement.

20. NONWAIVER

Neither the acceptance of payment, nor any other act or omission of the Port after default by Licensee, nor anything contained in this agreement shall operate as a waiver of any past or future default by Licensee, or to be construed as a waiver by the Port of any rights and privileges created by this agreement nor a waiver by the Port of any other right or remedy.

21. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

22. ENTIRE AGREEMENT

This agreement expresses the complete understanding of the parties hereto. No promises, representations, or commitments have been made by the other party as a basis for this agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, unless such promises or representations are reduced to writing in the form of a modification to this agreement. No modification or amendment of this agreement shall be valid unless evidenced in writing and signed by both parties.

23. GOVERNING LAW

This agreement and the rights of the parties thereto, shall be governed and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action jurisdiction and venue shall lie exclusively in Skagit County, Washington and not in the Federal courts of any jurisdiction.

24. DISCLOSURE

Licensee warrants that the information relative to the vessel to be moored at the slip herein and those associated with its ownership and operation is correct.

THIS LICENSE CONTAINS INDEMNIFICATIONS, LIMITED WAIVERS OF PROTECTION UNDER TITLE 51 AND EQUIVALENT WORKER COMPENSATION SCHEMES AND A RELEASE OF CLAIMS.

Cap Sante Marina Monthly Moorage Agreement

CUSTOMER INFORMATION

Last Name:	First Name:	Email:
Last Name:	First Name:	Email:
Address:		
City:	State:	Zip Code: Country:
Phone: ☐ H ☐ C ☐ W	Phone: ☐ H ☐ C ☐ W	Phone: ☐ H ☐ C ☐ W
Emergency Contact:		Phone Number:

BOAT AND SLIP INFORMATION

Space/Slip Assigned:		Slip Size:		Boat Name:	
Boat Type:	☐ Sail Boat ☐ Power Boat	Boat Use:	☐ Commercial ☐ Pleasure	☐ Government ☐ Other	Builder/Model: Year:
Length:	Beam:	Length Overall (LOA):			
Registration Number:	Reg. Expiration:	Please Upload (or Attach) Copy of Vessel Documentation or Registration			
Please Upload (or Attach) Copy of Insurance Card, or complete information below:					
Insurance Provider:	Policy Number:	Policy Expiration:	Insurance Phone Number:		

BILLING INFORMATION

Monthly Moorage Rate:	Start Billing:
Moorage Leasehold Tax:	Special Instructions:
Subtotal Monthly Obligation:	
Base Electrical Charge:	
Environmental Fee:	
Monthly Dock Box Fee:	
Dock Box Leasehold Tax:	
Total Monthly Obligation:	

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the later of the dates indicated below. By signing below, each signatory represents that he or she has authority on behalf of his or her respective party to enter into this agreement, which shall be binding upon the parties according to its terms.

MOORAGE LICENSEE(S):

Signature:	Signature:
Print Name:	Print Name:
Date:	Date:

Cap Sante Marina Monthly Moorage Agreement

PORT OF ANACORTES:

Signature:

Title:

Print

Name:

Date:

OFFICE USE ONLY

☐ Received Copy of Current Registration

☐ Received Proof of Insurance

Account Number:

☐ Contract Updated/Entered

☐ Recurring Updated/Entered



City Council Agenda Bill

March 2, 2026

Action Type: Ordinance

Item: 6.c.

Title: Ordinance 5023: First Quarter Budget Amendment

Staff Contact(s): Steve Hoglund

Approved for Submittal to Council by:

Greg Francioch
Steve Hoglund
Darcy Swetnam

Summary: There are several items identified that were not included in the 2026 budget that city staff desire to work on in fiscal year 2026. These items, including several capital projects that require the proposed accompanying Capital Facilities Plan (CFP) amendment in the next agenda item, would be provided requisite budget authority with the adoption of this proposed operating budget amendment.

Budget Impact:

\$956,749

Previous Action: Operating budget [Ordinance 5009](#), adopted [November 24, 2025](#).

Recommended Motion: NA

Alternative Actions: NA

Attachments (listed in order presented):

1. Ord 5023 Operating Budget Amendment Presentation
2. Ordinance 5023 1Q26 Budget Amendment
3. REET Projection 2026 forward

Ordinance 5023

2026 Q1 Budget Amendment

March 2, 2026





Ordinance Summary

AN ORDINANCE AMENDING ORDINANCE NO. 5009 ADOPTED ON NOVEMBER 24, 2025,
ENTITLED “AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES
AND USES FOR THE YEAR 2026”

Increased Expenses = \$964,642

BARS #	Description	Expense (DR)	Revenue (CR)
501.790.548.31.48	Deductible / Repairs	25,000	
501.790.308.80.00	Fund Balance		25,000
105.720.595.30.63	Q Ave ped improve	267,107	
105.720.595.30.63	Ped cross @ TT Trail; and 23rd & D	162,642	
105.720.595.30.63	Ped cross 32nd @ Storvik	190,000	
105.720.334.03.80	Grant (Q Ave)		217,107
105.720.334.03.80	Grant (32nd St)		164,350
105.720.397.00.00	Transfers In (REET)		238,292
001.320.594.22.62	Fire Station 1 Remodel	312,000	
112.240.345.85.20	Impact Fees		245,000
335.240.308.10.00	REET		67,000

ORDINANCE 5023

AN ORDINANCE AMENDING ORDINANCE NO. 5009 ADOPTED ON NOVEMBER 24, 2025, ENTITLED "AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES AND USES FOR THE YEAR 2026"

WHEREAS, Ordinance 5009 was adopted on November 24, 2025, that established the annual budget for fiscal year 2026, and

WHEREAS, The City now obtains vehicle insurance from WCIA which has lower premiums but a higher deductible, which causes more in-house shop repairs, and those repairs are desirous to be tracked separately for other shop repairs, therefore a new expense number is desired by the Shop to track said repairs, and

WHEREAS, There were several crosswalk projects that were started in 2025 but not completed and need a rollover budget amendment to provide budget authority to complete those projects, and

WHEREAS, The Fire Station 1 remodel was started in 2025 but not completed and needs a rollover budget amendment to provide budget authority to finish out the project.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Anacortes, Washington, as follows:

Section 1. Ordinance No. 5009 dated November 24, 2025, adopting the Budget for all Municipal purposes and Uses for the fiscal year 2026 is hereby amended to reflect aforementioned revisions to expenditures and revenues in the following areas:

BARS #	Description	Expense (DR)	Revenue (CR)
501.790.548.31.48	Deductible / Repairs	25,000	
501.790.308.80.00	Fund Balance		25,000
105.720.595.30.63	Q Ave ped improve	267,107	
105.720.595.30.63	Ped cross @ TT Trail; and 23rd & D	162,642	
105.720.595.30.63	Ped cross 32nd @ Storvik	190,000	
105.720.334.03.80	Local Program Grant (Q Ave)		217,107
105.720.334.03.80	Local Program Grant (32 nd St)		164,350
105.720.397.00.00	Transfers In (REET)		238,292
001.320.594.22.62	Fire Station 1 Remodel	312,000	
001.320.397.00.00	Impact Fees		245,000
001.000.397.00.00	REET Transfer In		67,000

Section 2. Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED THIS 16th day of March 2026.

CITY OF ANACORTES, WASHINGTON

BY: _____
Ryan Walters, Mayor

ATTEST:

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

Darcy Swetnam, WSBA #40530
City Attorney

	2024	monthly change	2025		2026	
Jan	79,850	↑	94,877	6.9%	68,617	7.0%
Feb	31,642	↑	70,547	12.1%		11.5%
Mar	73,173	↑	76,819	17.7%		17.7%
Apr	147,130	↓	102,294	25.2%		26.3%
May	121,399	↑	144,638	35.8%		36.8%
Jun	68,080	↑	110,954	43.9%		45.5%
Jul	127,514	↑	182,323	57.2%		56.1%
Aug	208,212	↓	147,533	68.0%		66.6%
Sep	146,496	↓	145,115	78.6%		76.0%
Oct	189,321	↓	178,684	91.6%		87.1%
Nov	102,066	↓	101,203	99.0%		95.6%
Dec	37,783	↓	13,291	100.0%		100.0%
Actual YE	1,332,667		1,368,278		68,617	

2026 Budget 1,401,318 (Revenue Projection July 2025)

2026 Fac's \$798,000 REET

- 275,000 FAC-Emergent repairs
- 20,000 FAC- Parks Repair Projects
- 223,000 FAC- PD Repair Projects
- 100,000 FAC-City Hall Repair Projects
- 150,000 FAC- Electrical Panel Study
- 30,000 FAC-City Hall Seagull Mitigate

	REET Cash 12/31/25	2026 Budgeted	2026 Projected	2026 YE Balance
R1	3,353,405			
R2	6,464			
	3,359,869	2,586,292	1,401,318	2,174,895

2026 PW \$3,790,000 grant | \$1,200,000 REET

- 0 Annual Pavement Management Program (REET, TBD, Utility Tax)
- 500,000 Comm Ave Safety Improve (grant)
- 750,000 Oakes Avenue (SR 20 Spur) Active Trans Safety Improve (grant)
- 1,260,000 S. Comm Ave & ADA (grant \$360k | REET, TBD, UT \$900k)
- 980,000 12th & Comm (grant \$680k | REET, TBD, UT \$300k)
- 1,000,000 Fidalgo Bay Road Reconstruction (grant)
- 250,000 March's Point - Park-N-Ride Trail (grant)
- 250,000 12th St / K Ave Safety Trans Improve (grant)

REET Requests , CFP 2026-2031

	2025	2026	2027	2028	2029	2030	2031
Begin Bal REET	3,359,869	2,174,895	(546,721)	(2,766,768)	(5,629,567)	(6,491,256)	
REET Revenue *	1,401,318	1,471,384	1,544,953	1,622,201	1,703,311	1,788,476	
REET Expense	2,586,292	4,193,000	3,765,000	4,485,000	2,565,000	3,295,000	
End Balance REET	3,359,869	2,174,895	(546,721)	(2,766,768)	(5,629,567)	(6,491,256)	(7,997,780)
* REET revenue assumes a 5% annual increase							
2026 - 2031 CFP REET							
	2025	2026	2027	2028	2029	2030	2031
Gen Gov							
Parks	50,000	50,000	1,050,000	675,000	350,000	25,000	400,000
Fac's, Ops	438,053	798,000	1,480,000	1,400,000	1,000,000	900,000	1,250,000
Streets	1,034,495	1,500,000	1,663,000	1,690,000	3,135,000	1,640,000	1,645,000
	1,522,548	2,348,000	4,193,000	3,765,000	4,485,000	2,565,000	3,295,000

	2026 REET Budget	Budget Amend
Depot Plaza Expansion	50,000	
Facilities	798,000	
Public Works Roads	1,200,000	
ADA Ramps	100,000	
Sidewalks	200,000	
	2,348,000	
Q Ave Ped Xing		50,000
Ped Xing on 32nd at Storvik Park		162,642
Ped Xing at TT Trail at T ave		25,650
		238,292
	2,586,292	



City Council Agenda Bill

March 2, 2026

Action Type: Ordinance

Item: 6.d.

Title: Ordinance 5024: Amending the Capital Facilities Plan

Staff Contact(s): Steve Hoglund

Approved for Submittal to Council by:

Greg Francioch
Steve Hoglund
Darcy Swetnam

Summary: The capital facilities plan can be amended in conjunction with an amendment of the operating budget, which also requires a 2-week notice, public comment period, and subsequent public hearing. There are several projects that were in the 2025 CFP but not included in the 2026 budget year of the 2026–2031 CFP. These projects were started, but require budget authority that is achieved through addition to the current year CFP through this amendment to be concluded.

Budget Impact:

\$931,749

Previous Action: CFP [Ordinance 5010](#) adopted [November 24, 2025](#).

Recommended Motion: NA

Alternative Actions: NA

Attachments (listed in order presented):

1. Ordinance 5024 Amending 2026-2031 CFP
2. Ord 5024 CFP Amendment Presentation

ORDINANCE NO. 5024

AN ORDINANCE AMENDING ORDINANCE NO. 5010 ENTITLED "AN ORDINANCE ADOPTING THE CAPITAL FACILITIES PLAN (CFP) FOR THE 6-YEAR PERIOD 2026-2031"

WHEREAS, RCW 36.70A.070(3) requires jurisdictions operating under the Growth Management Act to include a capital facilities element in their comprehensive plan, which the City of Anacortes is, and does, so therefore, needs to amend the Capital Facilities Plan (CFP) in conjunction with the City Budget, and

WHEREAS, Several crosswalk projects were identified in the 2025 CFP and operating budget that were not completed in the year of budget and therefore a rollover budget amendment is needed for these crosswalk projects in order to have budget authority for the projects to continue, and

WHEREAS, A remodel project at Fire Station 1 was identified in the 2025 CFP and operating budget that was not completed in the year of budget and therefore a rollover budget amendment is needed to provide ongoing budget authority for that project.

NOW, therefore be it ordained by the City Council of the City of Anacortes, Washington:

Ordinance No. 5010 dated November 24, 2025, adopting the Capital Facilities Plan for the six-year period 2026 – 2031 is hereby amended to reflect the following revisions to expenditures and revenues in the following departments:

- The Transportation section will add Q Ave Pedestrian Improvements to budget year 2026 of the CFP at \$267, 107.
- The Transportation section will add Pedestrian Crossing at Tommy Thompson Trail; and 23rd Street and D Avenue to budget year 2026 of the CFP at \$162,642.
- The Transportation section will add Pedestrian Crossing at 32nd Street at Storvik Park to budget year 2026 of the CFP at \$190,000.
- The Fire section will add Station 1 Remodel to budget year 2026 at \$312,000.

This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED this 16th day of March 2026
CITY OF ANACORTES, WASHINGTON

BY:

Ryan Walters, Mayor

ATTEST:

APPROVED AS TO FORM:

Steven D. Hogle, City Clerk

Darcy J. Swetnam, WSBA # 40530 City Attorney

Ordinance 5024

2026 Q1 CFP Amendment

March 2, 2026





Ordinance Summary

AN ORDINANCE AMENDING ORDINANCE NO. 5010 ADOPTED ON NOVEMBER 24, 2025,
ENTITLED “AN ORDINANCE ADOPTING THE CAPITAL FACILITIES PLAN (CFP)
FOR THE 6-YEAR PERIOD 2026-2031”

Increased Expenses = \$931,749

BARS #	Description	Expense
105.720.595.30.63	Q Ave ped improve	267,107
105.720.595.30.63	Ped cross @ TT Trail; and 23rd & D	162,642
105.720.595.30.63	Ped cross 32nd @ Storvik	190,000
001.320.594.22.62	Fire Station 1 Remodel	312,000



Q Ave Pedestrian Crossing

Background Project was included in the amended 2025 CFP, however, was not executed as expected and excluded from the 2026 CFP

Description Design and construct a safe pedestrian crossing from the Cap Sante marina to Safeway.

Justification Improved pedestrian safety while crossing Q Ave.

Projected Costs	2025	2026	2027	2028	2029	2030	2031	Total
Total	\$60,228	\$267,107						\$327,335

Funding Source

REET	\$16,823	\$50,000						\$66,823
Grant	\$43,405	\$217,107						\$260,512



Pedestrian Crossing Improvements

Background Projects were included in the amended 2025 CFP, however, were not executed as expected and excluded from the 2026 CFP

Description Design and construct a safe pedestrian crossing at Tommy Thompson & T Ave and 23rd & D Ave

Justification Improved pedestrian safety

Projected Costs	2025	2026	2027	2028	2029	2030	2031	Total
Total	\$23,300	\$162,642						\$185,942

Funding Source

REET	\$23,300	\$162,642						\$185,942
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32nd & Storvik

Background Project was included in the amended 2025 CFP, however, was not executed as expected and excluded from the 2026 CFP

Description Create a safe pedestrian crossing to cross 32nd Street from Cap Sante Court Retirement Community to Storvik Park

Justification Improved pedestrian safety

Projected Costs	2025	2026	2027	2028	2029	2030	2031	Total
Total	\$23,984	\$190,000						\$213,984

Funding Source

REET	\$23,984	\$25,650						\$49,634
Grant		\$164,350						\$164,350



Fire Station 1 Remodel

Background Project was included in the amended 2025 CFP, however, was not executed as expected and excluded from the 2026 CFP

Description Additional sleeping/living space and apparatus space at Station 1.

Justification To support planned staffing levels and refresh outdated areas.

Projected Costs	2025	2026	2027	2028	2029	2030	2031	Total
Total	\$38,616	\$312,000						\$350,616

Funding Source

REET		\$67,000						\$67,000
Impact Fees	\$38,616	\$245,000						\$283,616



City Council Agenda Bill

March 2, 2026

Action Type: Contract Award

Item: 6.e.

Title: Contract Award: Pedestrian Crossing Improvements #25-087-TRN-002

Staff Contact(s): Logan Lee

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 \$162,642.00 to E & E Contracting to perform the new pedestrian crossing improvements project at T Avenue and Tommy Thompson Trail and D Avenue and 23rd Street. The work provided for this project will include all materials, equipment, labor, and related items necessary to install new pedestrian crossing improvements at T Avenue and Tommy Thompson Trail and D Avenue and 23rd Street. The pedestrian crossing improvements include but are not limited to ADA curb ramp installations/improvements, rectangular rapid flashing beacon (RRFB) installations, signage, striping, pavement overlay, and stormwater improvements.

Background:

1. History: The City continues to make pedestrian crossing improvements. The proposed project focuses on creating safer, more visible and more accessible crossing points. Locations that serve as important routes for students traveling to and from nearby schools. Improve compliance with current safety standards and support a safer walking environment for pedestrians.
2. Key Terms:
 - Contract is for a fixed price of \$162,642.00
 - All physical construction activities shall be completed within 25 Working days from the Notice to Proceed.
3. Competitive Bidding: On February 4, 2026 the City [solicited bids](#) for the subject project and on February 18th, 2026 a bid opening was conducted and 10 bids were received. E & E Contracting was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$262,000. Bid results are

provided as an attachment hereto.

Budget Impact:

Contractor	E&E Contracting
Contract Amount	\$162,642.00
Funding Source	General Fund/ REET
In CFP?	Yes - 2025 CFP
Earmarked Funds	\$262,000.00
BARS #	105.720.595.30.63
Budget Amendment Required?	Yes
Start Date	Notice to Proceed
End Date	25 calendar days

Previous Action: At the [3/17/2025](#) meeting Council awarded design contract #[25-087-TRN-001](#) for this project to Transpo Group. [Modification 01](#) to that contract was approved at the [5/12/2025](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-087-TRN-002 with E&E Contracting in the amount of \$162,642 to perform the 2026 Pedestrian Crossing Improvements.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Vicinity Map
2. 25-087-TRN-002 - Bid Tabulation
3. 25-087-TRN-002

VICINITY MAP



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



City of Anacortes
PEDESTRIAN CROSSING IMPROVEMENTS
#25-087-TRN-002
BID TABULATION - BID DATE 2/18/2026

SCHEDULE A: Tommy Thompson Trail & T Avenue				E+E Contracting		TRICO Companies		Earthwork Solutions		Fisher Construction		Henifin Construction		Larry Brown Construction	
Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Minor Changes	1	FA	\$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	Roadway Surveying	1	L.S.	\$2,000.00	\$2,000.00	\$2,375.00	\$2,375.00	\$2,770.20	\$2,770.20	\$2,727.49	\$2,727.49	\$1,820.50	\$1,820.50	\$2,550.00	\$2,550.00
3	ADA Features Surveying	1	L.S.	\$2,000.00	\$2,000.00	\$1,775.00	\$1,775.00	\$1,368.00	\$1,368.00	\$1,346.91	\$1,346.91	\$944.66	\$944.66	\$1,260.00	\$1,260.00
4	Record Drawings	1	L.S.	\$500.00	\$500.00	\$1.00	\$1.00	\$228.00	\$228.00	\$205.63	\$205.63	\$221.89	\$221.89	\$230.00	\$230.00
5	SPCC Plan	1	L.S.	\$500.00	\$500.00	\$260.00	\$260.00	\$228.00	\$228.00	\$205.63	\$205.63	\$360.35	\$360.35	\$360.00	\$360.00
6	Mobilization	1	L.S.	\$5,000.00	\$5,000.00	\$9,225.00	\$9,225.00	\$10,550.00	\$10,550.00	\$3,247.68	\$3,247.68	\$16,176.90	\$16,176.90	\$11,300.00	\$11,300.00
7	Traffic Control Supervisor	1	L.S.	\$5,000.00	\$5,000.00	\$4,400.00	\$4,400.00	\$2,850.00	\$2,850.00	\$3,928.48	\$3,928.48	\$429.16	\$429.16	\$5,460.00	\$5,460.00
8	Pedestrian Traffic Control	1	L.S.	\$4,000.00	\$4,000.00	\$1,125.00	\$1,125.00	\$570.00	\$570.00	\$1,683.64	\$1,683.64	\$2,824.46	\$2,824.46	\$400.00	\$400.00
9	Flaggers	40	HR	\$90.00	\$3,600.00	\$78.00	\$3,120.00	\$69.54	\$2,781.60	\$64.72	\$2,588.80	\$27.04	\$1,081.60	\$80.90	\$3,236.00
10	Other Traffic Control Labor	51	HR	\$90.00	\$4,590.00	\$78.00	\$3,978.00	\$69.54	\$3,546.54	\$64.72	\$3,300.72	\$25.00	\$1,275.00	\$82.00	\$4,182.00
11	Other Temporary Traffic Control	1	L.S.	\$1,000.00	\$1,000.00	\$1,075.00	\$1,075.00	\$114.00	\$114.00	\$561.21	\$561.21	\$1,313.76	\$1,313.76	\$2,100.00	\$2,100.00
12	Roadway Excavation INCL. Haul.	24	C.Y.	\$125.00	\$3,000.00	\$92.00	\$2,208.00	\$58.14	\$1,395.36	\$143.80	\$3,451.20	\$116.19	\$2,788.56	\$300.00	\$7,200.00
13	Crushed Surfacing Base Course	10	TON	\$50.00	\$500.00	\$95.00	\$950.00	\$47.88	\$478.80	\$51.66	\$516.60	\$301.73	\$3,017.30	\$410.00	\$4,100.00
14	Planing Bituminous Pavement.	35	S.Y.	\$100.00	\$3,500.00	\$100.00	\$3,500.00	\$57.00	\$1,995.00	\$108.40	\$3,794.00	\$110.11	\$3,853.85	\$1.00	\$35.00
15	HMA CL. 1/2 PG 64H-22	4	TON	\$500.00	\$2,000.00	\$530.00	\$2,120.00	\$188.10	\$752.40	\$752.78	\$3,011.12	\$667.97	\$2,671.88	\$700.00	\$2,800.00
16	Textured and Pigmented Cement Conc Pavement	7	S.Y.	\$350.00	\$2,450.00	\$365.00	\$2,555.00	\$364.80	\$2,553.60	\$519.81	\$3,638.67	\$312.80	\$2,189.60	\$228.00	\$1,596.00
17	Temporary Erosion and Sedimen Control	1	L.S.	\$1,000.00	\$1,000.00	\$2,160.00	\$2,160.00	\$1,140.00	\$1,140.00	\$794.68	\$794.68	\$409.57	\$409.57	\$435.00	\$435.00
18	Inlet Protection	2	EA	\$75.00	\$150.00	\$60.00	\$120.00	\$114.00	\$228.00	\$90.70	\$181.40	\$83.80	\$167.60	\$50.00	\$100.00
19	Cement Conc. Traffic Curb and Gutter	64	L.F.	\$50.00	\$3,200.00	\$50.00	\$3,200.00	\$75.24	\$4,815.36	\$81.16	\$5,194.24	\$65.07	\$4,164.48	\$65.00	\$4,160.00
20	Cement Conce. Pedestrian Curb	35	L.F.	\$50.00	\$1,750.00	\$50.00	\$1,750.00	\$68.40	\$2,394.00	\$77.02	\$2,695.70	\$65.07	\$2,277.45	\$65.00	\$2,275.00
21	Cement Conc. Sidewalk	32	S.Y.	\$100.00	\$3,200.00	\$95.00	\$3,040.00	\$114.00	\$3,648.00	\$122.49	\$3,919.68	\$100.10	\$3,203.20	\$115.00	\$3,680.00
22	Cement Conc Curb Ramp Type Parallel	1	EA	\$2,000.00	\$2,000.00	\$2,960.00	\$2,960.00	\$3,990.00	\$3,990.00	\$3,312.69	\$3,312.69	\$4,379.20	\$4,379.20	\$3,070.00	\$3,070.00
23	Cement Conc. Curb Ramp Type Perpendicular	1	EA	\$2,000.00	\$2,000.00	\$2,550.00	\$2,550.00	\$3,762.00	\$3,762.00	\$3,088.20	\$3,088.20	\$4,379.20	\$4,379.20	\$2,800.00	\$2,800.00
24	Detectable Warning Surface	48	S.F.	\$50.00	\$2,400.00	\$60.00	\$2,880.00	\$96.90	\$4,651.20	\$61.73	\$2,963.04	\$87.59	\$4,204.32	\$63.00	\$3,024.00
25	RRFB System Complete T ave	1	L.S.	\$10,000.00	\$10,000.00	\$39,125.00	\$39,125.00	\$44,460.00	\$44,460.00	\$43,213.31	\$43,213.31	\$44,109.59	\$44,109.59	\$41,700.00	\$41,700.00
26	Sign Removal	3	EA	\$500.00	\$1,500.00	\$300.00	\$900.00	\$500.00	\$1,500.00	\$68.54	\$205.62	\$58.81	\$176.43	\$125.00	\$375.00
27	Plastic Line	530	L.F.	4.5	\$2,385.00	\$4.25	\$2,252.50	\$4.56	\$2,416.80	\$4.49	\$2,379.70	\$5.00	\$2,650.00	\$4.20	\$2,226.00
28	Plastic Crosswalk Line	144	S.F.	\$6.00	\$864.00	\$5.30	\$763.20	\$5.70	\$820.80	\$5.61	\$807.84	\$6.26	\$901.44	\$5.25	\$756.00
29	Yellow Painted Curb	310	L.F.	\$2.50	\$775.00	\$2.10	\$651.00	\$2.28	\$706.80	\$2.24	\$694.40	\$2.51	\$778.10	\$2.10	\$651.00
30	Removing Plastic Line	376	S.F.	\$4.00	\$1,504.00	\$3.20	\$1,203.20	\$3.42	\$1,285.92	\$3.37	\$1,267.12	\$3.75	\$1,410.00	\$3.15	\$1,184.40
31	Removing Plastic Crosswalk Line	128	S.F.	\$5.00	\$640.00	\$4.25	\$544.00	\$4.56	\$583.68	\$4.49	\$574.72	\$5.00	\$640.00	\$4.20	\$537.60
32	Removing Plastic Traffic Marking	4	EA	\$325.00	\$1,300.00	\$316.00	\$1,264.00	\$342.00	\$1,368.00	\$336.73	\$1,346.92	\$375.36	\$1,501.44	\$315.00	\$1,260.00
Schedule A Total:					\$79,308.00		\$109,029.90		\$114,952.06		\$111,847.04		\$121,321.49		\$120,043.00

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



City of Anacortes
PEDESTRIAN CROSSING IMPROVEMENTS
#25-087-TRN-002
BID TABULATION - BID DATE 2/18/2026

SCHEDULE A: Tommy Thompson Trail & T Avenue				Raw Land Construction		SRV Construction		Colacurcio Brothers		Lazer Construction	
Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Minor Changes	1	FA	\$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	Roadway Surveying	1	L.S.	\$2,600.00	\$2,600.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00
3	ADA Features Surveying	1	L.S.	\$2,000.00	\$2,000.00	\$1,450.00	\$1,450.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
4	Record Drawings	1	L.S.	\$2,500.00	\$2,500.00	\$1,245.00	\$1,245.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
5	SPCC Plan	1	L.S.	\$100.00	\$100.00	\$480.00	\$480.00	\$100.00	\$100.00	\$3,000.00	\$3,000.00
6	Mobilization	1	L.S.	\$15,000.00	\$15,000.00	\$15,500.00	\$15,500.00	\$10,000.00	\$10,000.00	\$15,210.00	\$15,210.00
7	Traffic Control Supervisor	1	L.S.	\$5,000.00	\$5,000.00	\$1,125.00	\$1,125.00	\$2,000.00	\$2,000.00	\$6,348.00	\$6,348.00
8	Pedestrian Traffic Control	1	L.S.	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$12,800.00	\$12,800.00
9	Flaggers	40	HR	\$75.00	\$3,000.00	\$83.00	\$3,320.00	\$80.00	\$3,200.00	\$70.15	\$2,806.00
10	Other Traffic Control Labor	51	HR	\$75.00	\$3,825.00	\$87.75	\$4,475.25	\$80.00	\$4,080.00	\$75.00	\$3,825.00
11	Other Temporary Traffic Control	1	L.S.	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
12	Roadway Excavation INCL. Haul.	24	C.Y.	\$30.00	\$720.00	\$260.00	\$6,240.00	\$100.00	\$2,400.00	\$220.00	\$5,280.00
13	Crushed Surfacing Base Course	10	TON	\$40.00	\$400.00	\$57.00	\$570.00	\$100.00	\$1,000.00	\$50.00	\$500.00
14	Planing Bituminous Pavement.	35	S.Y.	\$88.00	\$3,080.00	\$65.00	\$2,275.00	\$100.00	\$3,500.00	\$65.00	\$2,275.00
15	HMA CL. 1/2 PG 64H-22	4	TON	\$545.00	\$2,180.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$350.00	\$1,400.00
16	Textured and Pigmented Cement Conc Pavement	7	S.Y.	\$400.00	\$2,800.00	\$450.00	\$3,150.00	\$400.00	\$2,800.00	\$320.00	\$2,240.00
17	Temporary Erosion and Sedimen Control	1	L.S.	\$4,500.00	\$4,500.00	\$1,865.00	\$1,865.00	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00
18	Inlet Protection	2	EA	\$50.00	\$100.00	\$96.00	\$192.00	\$50.00	\$100.00	\$150.00	\$300.00
19	Cement Conc. Traffic Curb and Gutter	64	L.F.	\$65.00	\$4,160.00	\$62.00	\$3,968.00	\$120.00	\$7,680.00	\$41.00	\$2,624.00
20	Cement Conce. Pedestrian Curb	35	L.F.	\$65.00	\$2,275.00	\$60.00	\$2,100.00	\$120.00	\$4,200.00	\$40.00	\$1,400.00
21	Cement Conc. Sidewalk	32	S.Y.	\$110.00	\$3,520.00	\$108.00	\$3,456.00	\$200.00	\$6,400.00	\$70.00	\$2,240.00
22	Cement Conc Curb Ramp Type Parallel	1	EA	\$5,100.00	\$5,100.00	\$3,725.00	\$3,725.00	\$5,000.00	\$5,000.00	\$2,200.00	\$2,200.00
23	Cement Conc. Curb Ramp Type Perpendicular	1	EA	\$5,100.00	\$5,100.00	\$3,475.00	\$3,475.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
24	Detectable Warning Surface	48	S.F.	\$100.00	\$4,800.00	\$66.00	\$3,168.00	\$100.00	\$4,800.00	\$55.00	\$2,640.00
25	RRFB System Complete T ave	1	L.S.	\$42,350.00	\$42,350.00	\$44,500.00	\$44,500.00	\$58,000.00	\$58,000.00	\$32,000.00	\$32,000.00
26	Sign Removal	3	EA	\$250.00	\$750.00	\$225.00	\$675.00	\$50.00	\$150.00	\$150.00	\$450.00
27	Plastic Line	530	L.F.	\$5.00	\$2,650.00	\$4.80	\$2,544.00	\$4.00	\$2,120.00	\$4.50	\$2,385.00
28	Plastic Crosswalk Line	144	S.F.	\$6.00	\$864.00	\$6.00	\$864.00	\$5.00	\$720.00	\$27.80	\$4,003.20
29	Yellow Painted Curb	310	L.F.	\$3.00	\$930.00	\$0.40	\$124.00	\$2.00	\$620.00	\$2.10	\$651.00
30	Removing Plastic Line	376	S.F.	\$4.00	\$1,504.00	\$3.60	\$1,353.60	\$3.00	\$1,128.00	\$2.50	\$940.00
31	Removing Plastic Crosswalk Line	128	S.F.	\$5.00	\$640.00	\$4.80	\$614.40	\$4.00	\$512.00	\$5.00	\$640.00
32	Removing Plastic Traffic Marking	4	EA	\$320.00	\$1,280.00	\$360.00	\$1,440.00	\$350.00	\$1,400.00	\$150.00	\$600.00
Schedule A Total:					\$136,228.00		\$128,094.25		\$141,410.00		\$138,757.20

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



City of Anacortes
PEDESTRIAN CROSSING IMPROVEMENTS
#25-087-TRN-002
BID TABULATION - BID DATE 2/18/2026

SCHEDULE B: 23rd Street & D Avenue				E+E Contracting		TRICO Companies		Earthwork Solutions		Fisher Construction		Henifin Construction		Larry Brown Construction	
Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Minor Changes	1	FA	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Roadway Surveying	1	L.S.	\$2,000.00	\$2,000.00	\$2,375.00	\$2,375.00	\$1,938.00	\$1,938.00	\$2,424.43	\$2,424.43	\$2,183.34	\$2,183.34	\$2,270.00	\$2,270.00
3	ADA Features Surveying	1	L.S.	\$2,000.00	\$2,000.00	\$1,775.00	\$1,775.00	\$228.00	\$228.00	\$2,244.85	\$2,244.85	\$944.66	\$944.66	\$2,100.00	\$2,100.00
4	Record Drawings	1	L.S.	\$500.00	\$500.00	\$740.00	\$740.00	\$228.00	\$228.00	\$205.63	\$205.63	\$221.89	\$221.89	\$230.00	\$230.00
5	SPCC Plan	1	L.S.	\$500.00	\$500.00	\$260.00	\$260.00	\$228.00	\$228.00	\$205.63	\$205.63	\$360.35	\$360.35	\$360.00	\$360.00
6	Mobilization	1	L.S.	\$5,000.00	\$5,000.00	\$6,175.00	\$6,175.00	\$8,607.00	\$8,607.00	\$3,247.68	\$3,247.68	\$13,949.70	\$13,949.70	\$9,800.00	\$9,800.00
7	Traffic Control Supervisor	1	L.S.	\$5,000.00	\$5,000.00	\$4,125.00	\$4,125.00	\$3,990.00	\$3,990.00	\$2,806.06	\$2,806.06	\$429.16	\$429.16	\$5,460.00	\$5,460.00
8	Pedestrian Traffic Control	1	L.S.	\$4,000.00	\$4,000.00	\$1,125.00	\$1,125.00	\$570.00	\$570.00	\$561.21	\$561.21	\$2,824.46	\$2,824.46	\$400.00	\$400.00
9	Flaggers	20	HR	\$90.00	\$1,800.00	\$78.00	\$1,560.00	\$69.54	\$1,390.80	\$64.72	\$1,294.40	\$228.19	\$4,563.80	\$80.90	\$1,618.00
10	Other Traffic Control Labor	50	HR	\$90.00	\$4,500.00	\$78.00	\$3,900.00	\$69.54	\$3,477.00	\$64.72	\$3,236.00	\$25.50	\$1,275.00	\$82.00	\$4,100.00
11	Other Temporary Traffic Control	1	L.S.	\$1,000.00	\$1,000.00	\$560.00	\$560.00	\$114.00	\$114.00	\$561.21	\$561.21	\$875.84	\$875.84	\$2,000.00	\$2,000.00
12	Roadway Excavation INCL. Haul.	29	C.Y.	\$125.00	\$3,625.00	\$93.00	\$2,697.00	\$58.14	\$1,686.06	\$143.86	\$4,171.94	\$126.56	\$3,670.24	\$300.00	\$8,700.00
13	Gravel Borrow Incl haul	14	TON	\$35.00	\$490.00	\$55.00	\$770.00	\$45.60	\$638.40	\$44.59	\$624.26	\$173.88	\$2,434.32	\$210.00	\$2,940.00
14	Crushed Surfacing Base Course	53	S.Y.	\$50.00	\$2,650.00	\$69.00	\$3,657.00	\$57.00	\$3,021.00	\$51.66	\$2,737.98	\$106.38	\$5,638.14	\$302.00	\$16,006.00
15	Planing Bituminous Pavement	23	S.Y.	\$100.00	\$2,300.00	\$100.00	\$2,300.00	\$57.00	\$1,311.00	\$192.12	\$4,418.76	\$391.68	\$9,008.64	\$1.00	\$23.00
16	HMA CL. 1/2 " PG 64H-22	8	TON	\$400.00	\$3,200.00	\$530.00	\$4,240.00	\$188.10	\$1,504.80	\$752.77	\$6,022.16	\$439.96	\$3,519.68	\$700.00	\$5,600.00
17	Corrugated Polyethylene Storm Pipe 8"	67	L.F.	\$85.00	\$5,695.00	\$72.00	\$4,824.00	\$72.39	\$4,850.13	\$73.05	\$4,894.35	\$66.42	\$4,450.14	\$61.00	\$4,087.00
18	Catch Basin Type 1	2	EA	\$1,500.00	\$3,000.00	\$2,385.00	\$4,770.00	\$3,211.38	\$6,422.76	\$2,711.04	\$5,422.08	\$1,978.39	\$3,956.78	\$2,095.00	\$4,190.00
19	Connection To Drainage Structure	1	EA	\$500.00	\$500.00	\$185.00	\$185.00	\$570.00	\$570.00	\$387.01	\$387.01	\$512.42	\$512.42	\$670.00	\$670.00
20	Shoring or Extra Excavaton Cl. B	1	L.S.	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$1.14	\$1.14	\$565.47	\$565.47	\$1,523.41	\$1,523.41	\$1.00	\$1.00
21	Adjust Water Meter Box	1	EA	\$300.00	\$300.00	\$225.00	\$225.00	\$570.00	\$570.00	\$308.44	\$308.44	\$173.50	\$173.50	\$365.00	\$365.00
22	Temporary Erosion And Sediment Control	1	L.S.	\$1,000.00	\$1,000.00	\$1,080.00	\$1,080.00	\$570.00	\$570.00	\$794.68	\$794.68	\$409.57	\$409.57	\$435.00	\$435.00
23	Inlet Protection	2	EA	\$75.00	\$150.00	\$60.00	\$120.00	\$85.50	\$171.00	\$90.70	\$181.40	\$167.60	\$335.20	\$50.00	\$100.00
24	Topsoil Type C	35	S.Y.	\$50.00	\$1,750.00	\$32.50	\$1,137.50	\$17.10	\$598.50	\$55.17	\$1,930.95	\$75.67	\$2,648.45	\$35.25	\$1,233.75
25	Seeding and Fertilizing By hand	35	S.Y.	\$8.00	\$280.00	\$8.70	\$304.50	\$11.40	\$399.00	\$9.35	\$327.25	\$5.85	\$204.75	\$8.80	\$308.00
26	Cement Conc. Traffic Curb and Gutter.	35	L.F.	\$50.00	\$1,750.00	\$50.00	\$1,750.00	\$46.74	\$1,635.90	\$110.27	\$3,859.45	\$65.06	\$2,277.10	\$65.00	\$2,275.00
27	Cement Conc. Pedestrian Curb	14	L.F.	50	\$700.00	\$50.00	\$700.00	\$45.60	\$638.40	\$85.06	\$1,190.84	\$65.06	\$910.84	\$57.15	\$800.10
28	Cement Conc. Sidewalk	54	S.Y.	\$100.00	\$5,400.00	\$90.00	\$4,860.00	\$74.10	\$4,001.40	\$114.60	\$6,188.40	\$100.10	\$5,405.40	\$105.40	\$5,691.60
29	Cement Conc. Curb Ramp Type Perpendicular	4	EA	\$2,000.00	\$8,000.00	\$2,360.00	\$9,440.00	\$2,280.00	\$9,120.00	\$2,807.08	\$11,228.32	\$1,689.12	\$6,756.48	\$2,800.00	\$11,200.00
30	Cement Conc. Curb Ramp Type Single Direction	1	EA	\$2,000.00	\$2,000.00	\$2,560.00	\$2,560.00	\$2,622.00	\$2,622.00	\$3,424.93	\$3,424.93	\$1,501.44	\$1,501.44	\$2,545.00	\$2,545.00
31	Permanent Signing	1	L.S.	\$1,500.00	\$1,500.00	\$3,210.00	\$3,210.00	\$5,358.00	\$5,358.00	\$1,514.82	\$1,514.82	\$1,469.97	\$1,469.97	\$1,980.00	\$1,980.00
32	Sign Removal	1	EA	\$500.00	\$500.00	\$350.00	\$350.00	\$570.00	\$570.00	\$102.81	\$102.81	\$120.97	\$120.97	\$140.00	\$140.00
33	{Plastic Crosswalk Line.	112	S.F.	\$7.00	\$784.00	\$5.80	\$649.60	\$6.27	\$702.24	\$6.17	\$691.04	\$6.88	\$770.56	\$5.80	\$649.60
34	Plastic Stop line	13	L.F.	\$10.00	\$130.00	\$6.30	\$81.90	\$6.84	\$88.92	\$4.49	\$58.37	\$7.51	\$97.63	\$6.30	\$81.90
35	Removing Plastic Line	66	L.F.	\$5.00	\$330.00	\$4.20	\$277.20	\$4.56	\$300.96	\$4.49	\$296.34	\$4.86	\$320.76	\$4.20	\$277.20
Schedule B Total:				\$83,334.00		\$82,784.70		\$78,122.41		\$88,129.15		\$95,744.59		\$108,637.15	

TOTAL BID (SCHEDULE A + SCHEDULE B):	\$162,642.00	\$191,814.60	\$193,074.47	\$199,976.19	\$217,066.08	\$228,680.15
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indicates City's adjustment to bid price based on submitted unit prices

The City of Anacortes hereby provides written notice of its intent to award a contract for this project to E+E Contracting.



City of Anacortes
PEDESTRIAN CROSSING IMPROVEMENTS
#25-087-TRN-002
BID TABULATION - BID DATE 2/18/2026

SCHEDULE B: 23rd Street & D Avenue				Raw Land Construction		SRV Construction		Colacurcio Brothers		Lazer Construction	
Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Minor Changes	1	FA	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Roadway Surveying	1	L.S.	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00
3	ADA Features Surveying	1	L.S.	\$2,600.00	\$2,600.00	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
4	Record Drawings	1	L.S.	\$2,500.00	\$2,500.00	\$1,250.00	\$1,250.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
5	SPCC Plan	1	L.S.	\$100.00	\$100.00	\$480.00	\$480.00	\$100.00	\$100.00	\$3,000.00	\$3,000.00
6	Mobilization	1	L.S.	\$10,000.00	\$10,000.00	\$16,250.00	\$16,250.00	\$10,000.00	\$10,000.00	\$15,210.00	\$15,210.00
7	Traffic Control Supervisor	1	L.S.	\$5,000.00	\$5,000.00	\$1,125.00	\$1,125.00	\$13,000.00	\$13,000.00	\$6,348.00	\$6,348.00
8	Pedestrian Traffic Control	1	L.S.	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$12,800.00	\$12,800.00
9	Flaggers	20	HR	\$75.00	\$1,500.00	\$83.00	\$1,660.00	\$80.00	\$1,600.00	\$70.15	\$1,403.00
10	Other Traffic Control Labor	50	HR	\$75.00	\$3,750.00	\$87.75	\$4,387.50	\$80.00	\$4,000.00	\$75.00	\$3,750.00
11	Other Temporary Traffic Control	1	L.S.	\$2,500.00	\$2,500.00	\$3,425.00	\$3,425.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
12	Roadway Excavation INCL. Haul.	29	C.Y.	\$30.00	\$870.00	\$135.00	\$3,915.00	\$100.00	\$2,900.00	\$220.00	\$6,380.00
13	Gravel Borrow Incl haul	14	TON	\$30.00	\$420.00	\$40.00	\$560.00	\$60.00	\$840.00	\$40.00	\$560.00
14	Crushed Surfacing Base Course	53	S.Y.	\$40.00	\$2,120.00	\$43.00	\$2,279.00	\$100.00	\$5,300.00	\$50.00	\$2,650.00
15	Planing Bituminous Pavement	23	S.Y.	\$88.00	\$2,024.00	\$64.00	\$1,472.00	\$100.00	\$2,300.00	\$50.00	\$1,150.00
16	HMA CL. 1/2 " PG 64H-22	8	TON	\$545.00	\$4,360.00	\$420.00	\$3,360.00	\$500.00	\$4,000.00	\$350.00	\$2,800.00
17	Corrugated Polyethylene Storm Pipe 8"	67	L.F.	\$45.00	\$3,015.00	\$105.00	\$7,035.00	\$75.00	\$5,025.00	\$55.00	\$3,685.00
18	Catch Basin Type 1	2	EA	\$1,900.00	\$3,800.00	\$3,100.00	\$6,200.00	\$2,500.00	\$5,000.00	\$1,500.00	\$3,000.00
19	Connection To Drainage Structure	1	EA	\$500.00	\$500.00	\$960.00	\$960.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00
20	Shoring or Extra Excavaton Cl. B	1	L.S.	\$100.00	\$100.00	\$600.00	\$600.00	\$600.00	\$600.00	\$10.00	\$10.00
21	Adjust Water Meter Box	1	EA	\$500.00	\$500.00	\$680.00	\$680.00	\$1,000.00	\$1,000.00	\$200.00	\$200.00
22	Temporary Erosion And Sediment Control	1	L.S.	\$4,500.00	\$4,500.00	\$1,865.00	\$1,865.00	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00
23	Inlet Protection	2	EA	\$50.00	\$100.00	\$96.00	\$192.00	\$50.00	\$100.00	\$150.00	\$300.00
24	Topsoil Type C	35	S.Y.	\$20.00	\$700.00	\$39.00	\$1,365.00	\$50.00	\$1,750.00	\$65.00	\$2,275.00
25	Seeding and Fertilizing By hand	35	S.Y.	\$20.00	\$700.00	\$16.00	\$560.00	\$6.00	\$210.00	\$15.00	\$525.00
26	Cement Conc. Traffic Curb and Gutter.	35	L.F.	\$58.00	\$2,030.00	\$62.00	\$2,170.00	\$120.00	\$4,200.00	\$41.00	\$1,435.00
27	Cement Conc. Pedestrian Curb	14	L.F.	\$58.00	\$812.00	\$60.00	\$840.00	\$120.00	\$1,680.00	\$40.00	\$560.00
28	Cement Conc. Sidewalk	54	S.Y.	\$110.00	\$5,940.00	\$102.00	\$5,508.00	\$200.00	\$10,800.00	\$65.00	\$3,510.00
29	Cement Conc. Curb Ramp Type Perpendicular	4	EA	\$3,100.00	\$12,400.00	\$3,475.00	\$13,900.00	\$2,500.00	\$10,000.00	\$2,000.00	\$8,000.00
30	Cement Conc. Curb Ramp Type Single Direction	1	EA	\$3,100.00	\$3,100.00	\$3,850.00	\$3,850.00	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00
31	Permanent Signing	1	L.S.	\$3,500.00	\$3,500.00	\$3,400.00	\$3,400.00	\$1,000.00	\$1,000.00	\$6,500.00	\$6,500.00
32	Sign Removal	1	EA	\$250.00	\$250.00	\$210.00	\$210.00	\$50.00	\$50.00	\$150.00	\$150.00
33	{Plastic Crosswalk Line.	112	S.F.	\$6.50	\$728.00	\$7.00	\$784.00	\$6.00	\$672.00	\$27.80	\$3,113.60
34	Plastic Stop line	13	L.F.	\$7.00	\$91.00	\$8.00	\$104.00	\$6.00	\$78.00	\$50.00	\$650.00
35	Removing Plastic Line	66	L.F.	\$5.00	\$330.00	\$5.00	\$330.00	\$4.00	\$264.00	\$2.10	\$138.60
Schedule B Total:					\$95,940.00		\$107,516.50		\$106,969.00		\$126,203.20
TOTAL BID (SCHEDULE A + SCHEDULE B):					\$232,168.00		\$235,610.75		\$248,379.00		\$264,960.40

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 E&E Contracting, a private contractor at PO Box 125, Sedro-Woolley, WA 98284 (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 **Pedestrian Crossing Improvements**, in accordance with and as described in the Invitation for Bid entitled the same, Project No. 25-087-TRN-002. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current edition of the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* and Amendments, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

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

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

- II. **PRICE.** The Total Contract Price is **One Hundred Sixty-Two Thousand Six Hundred Forty-Two Dollars (\$162,642.00)**. 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 **Twenty-Five (25) 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:

E&E Contracting

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 their 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 date and to (a) achieve **Physical Completion within Twenty-Five (25) working** days, and (b) achieve **Contract Completion within Fifty-Five (55) working** 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.

PEDESTRIAN CROSSING IMPROVEMENTS #25-087-TRN-002
ATTACHMENT C - 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 new pedestrian crossing improvements at 32nd Street at John Stovik Park. The pedestrian crossing improvements include but are not limited to ADA curb ramp installations/improvements, rectangular rapid flashing beacon (RRFB) installations, signage, striping, and pavement overlay. In addition to the pedestrian crossing improvements, installation of bicycle facilities for approximately 830 LF along 32nd Street between the existing roundabout at M Avenue (to the west) and Commercial Avenue (to the east) is expected. Work to be completed shall be 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. The total bid amounts for both Schedule A and Schedule B combined will be used for evaluation purposes in the determination of the lowest responsive and responsible bidder.

SCHEDULE A: TOMMY THOMPSON TRAIL & T AVENUE					
ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	FA	MINOR CHANGE 1-04	At \$5,000 Per Force Account	\$5,000
2	1	LS	ROADWAY SURVEYING 1-05	At \$ 2,000 Per Lump Sum	\$ 2,000
3	1	LS	ADA FEATURES SURVEYING 1-05	At \$ 2,000 Per Lump Sum	\$ 2,000
4	1	LS	RECORD DRAWINGS 1-05	At \$ 500 Per Lump Sum	\$ 500
5	1	LS	SPCC PLAN 1-07	At \$ 500 Per Lump Sum	\$ 500
6	1	LS	MOBILIZATION 2-01	At \$ 5,000 Per Lump Sum	\$ 5,000
7	1	LS	TRAFFIC CONTROL SUPERVISOR 2-04	At \$ 5,000 Per Lump Sum	\$ 5,000
8	1	LS	PEDESTRIAN TRAFFIC CONTROL 2-04	At \$ 4,000 Per Lump Sum	\$ 4,000

ATTACHMENT C - BID PROPOSAL
PAGE 3 OF 9

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
9	40	HR	FLAGGERS 2-04	\$ <u>90</u> At Per Hour	\$ <u>3,600</u>
10	51	HR	OTHER TRAFFIC CONTROL LABOR 2-04	\$ <u>90</u> At Per Hour	\$ <u>4,590</u>
11	1	LS	OTHER TEMPORARY TRAFFIC CONTROL DEVICES 2-04	\$ <u>1,000</u> At Per Lump Sum	\$ <u>1,000</u>
12	24	CY	ROADWAY EXCAVATION INCL. HAUL 3-03	\$ <u>125</u> At Per CY	\$ <u>3,000</u>
13	10	TON	CRUSHED SURFACING BASE COURSE 4-05	\$ <u>50</u> At Per TON	\$ <u>500</u>
14	35	SY	PLANING BITUMINOUS PAVEMENT 5-04	\$ <u>100</u> At Per SY	\$ <u>3,500</u>
15	4	TON	HMA CL. 1/2" PG 64H-22 5-04	\$ <u>500</u> At Per TON	\$ <u>2,000</u>
16	7	SY	TEXTURED AND PIGMENTED CEMENT CONC. PAVEMENT 5-05 SP	\$ <u>350</u> At Per SY	\$ <u>2,450</u>
17	1	LS	TEMPORARY EROSION AND SEDIMENT CONTROL 8-01	\$ <u>1,000</u> At Per Lump Sum	\$ <u>1,000</u>
18	2	EA	INLET PROTECTION 8-01	\$ <u>75</u> At Per Each	\$ <u>150</u>
19	64	LF	CEMENT CONC. TRAFFIC CURB AND GUTTER 8-04	\$ <u>50</u> At Per LF	\$ <u>3,200</u>
20	35	LF	CEMENT CONC. PEDESTRIAN CURB 8-04	\$ <u>50</u> At Per LF	\$ <u>1,750</u>

PEDESTRIAN CROSSING IMPROVEMENTS #25-087-TRN-002
ATTACHMENT C - BID PROPOSAL
PAGE 4 OF 9

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
21	32	SY	CEMENT CONC. SIDEWALK 8-14	At \$ <u>100</u> Per SY	\$ <u>3,200</u>
22	1	EA	CEMENT CONC. CURB RAMP TYPE PARALLEL 8-14	At \$ <u>2,000</u> Per Each	\$ <u>2,000</u>
23	1	EA	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR 8-14	At \$ <u>2,000</u> Per Each	\$ <u>2,000</u>
24	48	SF	DETECTABLE WARNING SURFACE 8-14	At \$ <u>50</u> Per SF	\$ <u>2,400</u>
25	1	LS	RRFB SYSTEM COMPLETE - T AVE 8-20 SP	At \$ <u>10,000</u> Per Lump Sum	\$ <u>10,000</u>
26	3	EA	SIGN REMOVAL 8-21	At \$ <u>500</u> Per Each	\$ <u>1,500</u>
27	530	LF	PLASTIC LINE 8-22	At \$ <u>4.50</u> Per LF	\$ <u>2,385</u>
28	144	SF	PLASTIC CROSSWALK LINE 8-22	At \$ <u>6</u> Per SF	\$ <u>864</u>
29	310	LF	YELLOW PAINTED CURB 8-22 SP	At \$ <u>2.50</u> Per LF	\$ <u>775</u>
30	376	LF	REMOVING PLASTIC LINE 8-22	At \$ <u>4</u> Per LF	\$ <u>1,504</u>
31	128	SF	REMOVING PLASTIC CROSSWALK LINE 8-22	At \$ <u>5</u> Per SF	\$ <u>640</u>
32	4	EA	REMOVING PLASTIC TRAFFIC MARKING 8-22	At \$ <u>325</u> Per Each	\$ <u>1,300</u>

TOTAL SCHEDULE A BID \$ 79,308

NOTES: BIDDERS BY A FOLDLINE WITH THE ADVERTISED INVITATION TO BID. BIDDERS ARE DIRECTED TO: WWW.BXWA.COM TO ACCESS THE ENTIRE BIDDING INFORMATION.

PEDESTRIAN CROSSING IMPROVEMENTS #25-087-TRN-002
ATTACHMENT C - BID PROPOSAL
PAGE 5 OF 9

SCHEDULE B: 23RD STREET & D AVENUE					
ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	FA	MINOR CHANGE 1-04	At \$10,000 Per Force Account	\$10,000
2	1	LS	ROADWAY SURVEYING 1-05	At \$ <u>2,000</u> Per Lump Sum	\$ <u>2,000</u>
3	1	LS	ADA FEATURES SURVEYING 1-05	At \$ <u>2,000</u> Per Lump Sum	\$ <u>2,000</u>
4	1	LS	RECORD DRAWINGS 1-05	At \$ <u>500</u> Per Lump Sum	\$ <u>500</u>
5	1	LS	SPCC PLAN 1-07	At \$ <u>500</u> Per Lump Sum	\$ <u>500</u>
6	1	LS	MOBILIZATION 2-01	At \$ <u>5,000</u> Per Lump Sum	\$ <u>5,000</u>
7	1	LS	TRAFFIC CONTROL SUPERVISOR 2-04	At \$ <u>5,000</u> Per Lump Sum	\$ <u>5,000</u>
8	1	LS	PEDESTRIAN TRAFFIC CONTROL 2-04	At \$ <u>4,000</u> Per Lump Sum	\$ <u>4,000</u>
9	20	HR	FLAGGERS 2-04	At \$ <u>90</u> Per Hour	\$ <u>1,800</u>
10	50	HR	OTHER TRAFFIC CONTROL LABOR 2-04	At \$ <u>90</u> Per Hour	\$ <u>4,500</u>
11	1	LS	OTHER TEMPORARY TRAFFIC CONTROL DEVICES 2-04	At \$ <u>1,000</u> Per Lump Sum	\$ <u>1,000</u>
12	29	CY	ROADWAY EXCAVATION INCL. HAUL 3-03	At \$ <u>125</u> Per CY	\$ <u>3,625</u>

IN CLASSED BIDDERS IN COMPLIANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO:
WWW.BXWA.COM TO GET THE RECEIPT OF ENTIRE SUBMITTAL

PEDESTRIAN CROSSING IMPROVEMENTS #25-087-TRN-002
ATTACHMENT C - BID PROPOSAL
PAGE 6 OF 9

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
13	14	TON	GRAVEL BORROW INCL. HAUL 3-03	\$ <u>At 35</u> Per TON	\$ <u>490</u>
14	53	TON	CRUSHED SURFACING BASE COURSE 4-05	\$ <u>At 50</u> Per TON	\$ <u>2,650</u>
15	23	SY	PLANING BITUMINOUS PAVEMENT 5-04	\$ <u>At 100</u> Per SY	\$ <u>2,300</u>
16	8	TON	HMA CL. 1/2" PG 64H-22 5-04	\$ <u>At 400</u> Per TON	\$ <u>3,200</u>
17	67	LF	CORRUGATED POLYETHYLENE STORM SEWER PIPE 8 IN. DIAM. 7-04	\$ <u>At 85</u> Per LF	\$ <u>5,695</u>
18	2	EA	CATCH BASIN TYPE 1 7-05	\$ <u>At 1,500</u> Per Each	\$ <u>3,000</u>
19	1	EA	CONNECTION TO DRAINAGE STRUCTURE 7-05	\$ <u>At 500</u> Per Each	\$ <u>500</u>
20	1	LS	SHORING OR EXTRA EXCAVATION CL. B 7-08	\$ <u>At 1,000</u> Per LS	\$ <u>1,000</u>
21	1	EA	ADJUST WATER METER BOX 7-15 SP	\$ <u>At 300</u> Per Each	\$ <u>300</u>
22	1	LS	TEMPORARY EROSION AND SEDIMENT CONTROL 8-01	\$ <u>At 1,000</u> Per Lump Sum	\$ <u>1,000</u>
23	2	EA	INLET PROTECTION 8-01	\$ <u>At 75</u> Per Each	\$ <u>150</u>
24	35	SY	TOPSOIL TYPE C 8-02	\$ <u>At 50</u> Per SY	\$ <u>1,750</u>

NOTES: BIDDERS SHALL COMPLY WITH THE ADVERTISED INVITATION TO BID. BIDDERS ARE INSTRUCTED TO
WWW.BXWA.COM TO ACCESS THE MOST CURRENT OF ALL INFORMATION.

PEDESTRIAN CROSSING IMPROVEMENTS #25-087-TRN-002
ATTACHMENT C - BID PROPOSAL
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ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
25	35	SY	SEEDING AND FERTILIZING BY HAND 8-02	\$ <u>8</u> ^{At} Per SY	\$ <u>280</u>
26	35	LF	CEMENT CONC. TRAFFIC CURB AND GUTTER 8-04	\$ <u>50</u> ^{At} Per LF	\$ <u>1,750</u>
27	14	LF	CEMENT CONC. PEDESTRIAN CURB 8-04	\$ <u>50</u> ^{At} Per LF	\$ <u>700</u>
28	54	SY	CEMENT CONC. SIDEWALK 8-14	\$ <u>100</u> ^{At} Per SY	\$ <u>5,400</u>
29	4	EA	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR 8-14	\$ <u>2,000</u> ^{At} Per Each	\$ <u>8,000</u>
30	1	EA	CEMENT CONC. CURB RAMP TYPE SINGLE DIRECTION 8-14	\$ <u>2,000</u> ^{At} Per Each	\$ <u>2,000</u>
31	1	LS	PERMANENT SIGNING 8-21	\$ <u>1,500</u> ^{At} Per Lump Sum	\$ <u>1,500</u>
32	1	EA	SIGN REMOVAL 8-21	\$ <u>500</u> ^{At} Per Each	\$ <u>500</u>
33	112	SF	PLASTIC CROSSWALK LINE 8-22	\$ <u>7</u> ^{At} Per SF	\$ <u>784</u>
34	13	LF	PLASTIC STOP LINE 8-22	\$ <u>10</u> ^{At} Per LF	\$ <u>130</u>
35	66	LF	REMOVING PLASTIC LINE 8-22	\$ <u>5</u> ^{At} Per LF	\$ <u>330</u>

TOTAL SCHEDULE B BID \$ 83,334

RULE 171 APPLIES TO ALL BID ITEMS IN THIS PROJECT.
SEE SPECIAL PROVISION 1-07.2(1) FOR CLARIFICATION.

BID TOTALS

BID SCHEDULE A TOTAL \$ 79,308

BID SCHEDULE B TOTAL \$ 83,334

TOTAL BID PRICE: \$ 162,642

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

n/a

Addendum ✓, Initial ✓

Addendum ✓, Initial ✓

Addendum ✓, Initial ✓

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: E+E Contracting
Contact Name: Ellie Chapman
Mailing Address: PO Box 125
City, State, Zip: Sedro Woolley, WA 98284
Business Telephone: (360) 946-1041 Cell Phone: _____
Email Address: eechapmancontracting@gmail.com
Contractor's State License No: EECONEC185RL
UBI Number: 604-990-387

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

(Corporate Seal)

E+E Contracting member
Name of Bidder Title

2-18-2026
Date

[Signature]
Signature of Bidder

Ellie Chapman
Print Name



City Council Agenda Bill

March 2, 2026

Action Type: Contract Award

Item: 6.f.

Title: Contract Award: Q Avenue Pedestrian Crossings #24-018-TRN-002

Staff Contact(s): Logan Lee

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 \$267,107.39 to Earthwork Solutions, LLC to perform the Q Avenue Pedestrian Crossings. This project provides pedestrian crossing improvements within the City of Anacortes along Q Avenue at 13th Street, 12th Street at the Safeway entrance and at 11th Street. Work includes installing temporary erosion control measures; removing certain existing features; clearing and grubbing of new sidewalk areas; sawcutting and removing concrete curbs, gutters, pedestrian ramps, and sidewalks, as well as asphalt pavement, and adjusting utilities, improving pedestrian crossings at 13th Street and Q Avenue, 12th Street and Q Avenue at the entrance to Safeway, and at 11th Street and Q Avenue, installing cement concrete curbs, gutters, sidewalks, and ADA facilities; paving with HMA; installing pavement markings, and permanent signing; restoring disturbed areas; roadside cleanup; traffic control; construction and licensed surveying; and other work. The project area is approximately 950 feet long.

Background:

1. **History:** The Port of Anacortes and the City of Anacortes have shared a mutual interest in securing funding through the Federal Carbon Reduction Program to support local infrastructure improvements. As part of this effort, the two agencies have been collaborating to enhance connectivity between the marina and the central business district, with a focus on ensuring safe and accessible pedestrian routes that strengthen economic activity and reduce transportation-related emissions.
2. **Key Terms:**
 - Contract is for a fixed price of \$267,107.39.

- Work shall start the first working day following from the date of the Notice to Proceed, and Physical completion shall be achieved within 30 Working days after work commences.
3. **Competitive Bidding:** On January 7, 2026 the City [solicited bids](#) for the subject project and on January 28, 2026 a bid opening was conducted and 18 bids were received. Earthwork Solutions, LLC was determined to be the lowest responsible bidder. The Engineer's Estimated range for this project was \$380,000-\$415,000. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	Earthwork Solutions, LLC
Contract Amount	\$267,107.39
Funding Source	Grant
In CFP?	Yes - 2025 CFP
Earmarked Funds	\$270,000.00
BARS #	105.720.595.30.63
Budget Amendment Required?	Yes
Start Date	Notice to Proceed
End Date	30 working days

Previous Action: At the [11/18/24](#) meeting Council approved design contract [24-018-TRN-001](#) with H.W. Lochner.

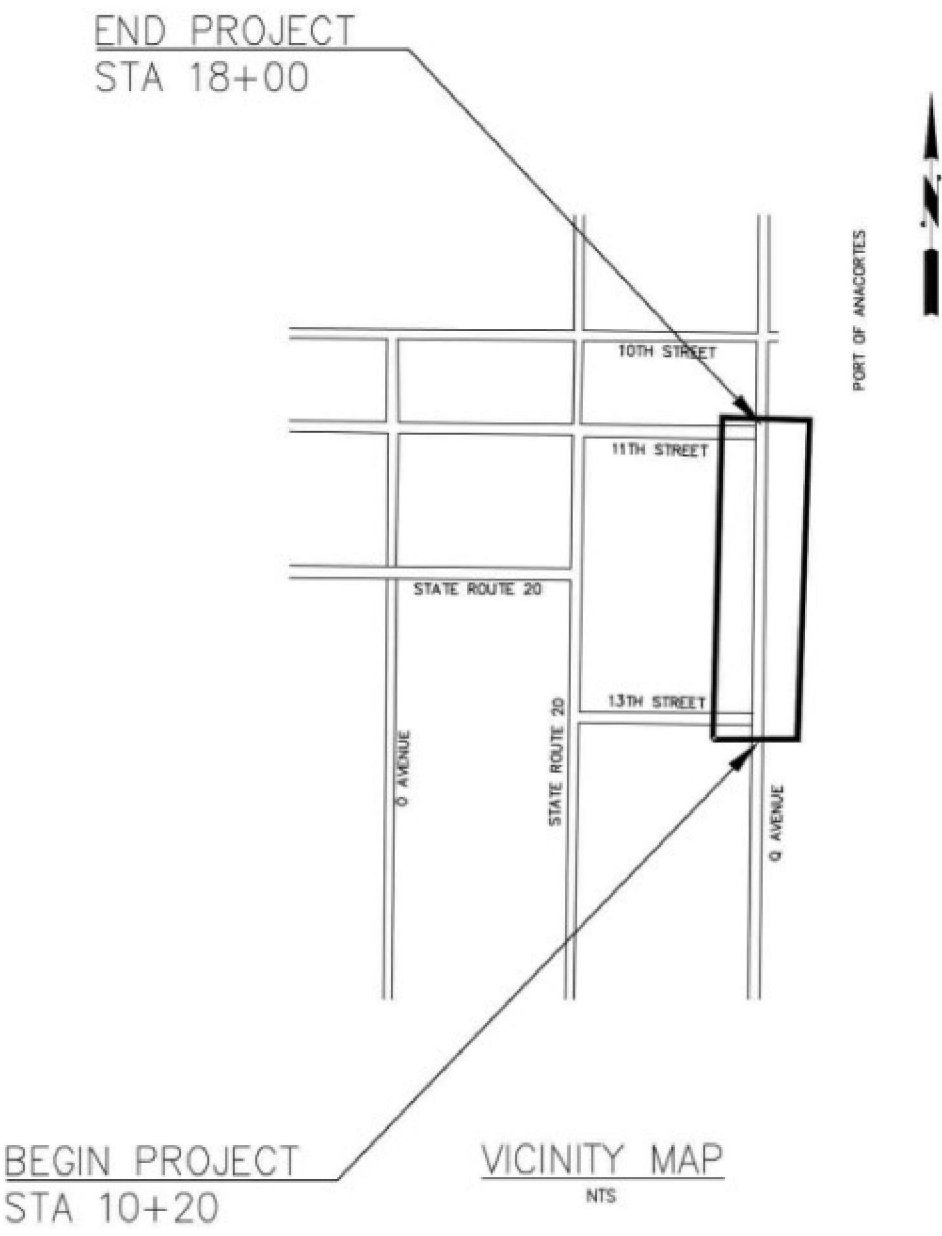
Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-018-TRN-002 with Earthwork Solution, LLC in the amount of \$267,107.39 to perform the Q Avenue Pedestrian Crossings project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Vicinity Map
2. 24-018-TRN-002 - Bid Tabulation -stamped
3. 24-018-TRN-002
4. Pedestrian Crossings

VICINITY MAP





City of Anacortes

Q Avenue Pedestrian Crossings #24-018-TRN-002

BID TABULATION - BID DATE 1/28/2026



Item No.	Item Description	Quantity	Unit	Earthwork Solution, LLC.		E + E Contracting		Larry Brown Const.		Reaper Const.		Miles Resources		Henfin Const.	
				Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid
1	Minor Changes	1	EST.	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Roadway Surveying	1	L.S.	\$2,846.25	\$2,846.25	\$6,500.00	\$6,500.00	\$5,900.00	\$5,900.00	\$7,500.00	\$7,500.00	\$2,600.00	\$2,600.00	\$2,962.08	\$2,962.08
3	ADA Features Surveying	1	L.S.	\$5,698.25	\$5,698.25	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$5,210.00	\$5,210.00	\$5,930.14	\$5,930.14
4	Min Bid Req - Record Drawings	1	L.S.	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$3,264.00	\$3,264.00
5	SPCC Plan	1	L.S.	\$500.00	\$500.00	\$500.00	\$500.00	\$480.00	\$480.00	\$300.00	\$300.00	\$265.00	\$265.00	\$7,463.68	\$7,463.68
6	Type B Progress Schedule	1	L.S.	\$500.00	\$500.00	\$500.00	\$500.00	\$240.00	\$240.00	\$250.00	\$250.00	\$265.00	\$265.00	\$3,187.46	\$3,187.46
7	Mobilization	1	L.S.	\$22,850.00	\$22,850.00	\$5,000.00	\$5,000.00	\$26,000.00	\$26,000.00	\$30,000.00	\$30,000.00	\$15,500.00	\$15,500.00	\$33,861.82	\$33,861.82
8	Traffic Control Supervisor	200	HR	\$79.35	\$15,870.00	\$98.00	\$19,600.00	\$85.00	\$17,000.00	\$20,000.00	\$4,000,000.00	\$74.00	\$14,800.00	\$10.88	\$2,176.00
9	Pedestrian Traffic Control	1	L.S.	\$1,150.00	\$1,150.00	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	\$5,000.00	\$5,000.00	\$1,110.00	\$1,110.00	\$21,492.41	\$21,492.41
10	Flagger s	400	HR	\$70.15	\$28,060.00	\$90.00	\$36,000.00	\$72.00	\$28,800.00	\$1.00	\$400.00	\$66.00	\$26,400.00	\$752.00	\$300,800.00
11	Other Temporary Traffic Control Devices	1	L.S.	\$575.00	\$575.00	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00	\$7,140.00	\$7,140.00	\$4,792.48	\$4,792.48
12	Construction Signs Class A	1	L.S.	\$4,025.00	\$4,025.00	\$1,000.00	\$1,000.00	\$3,545.00	\$3,545.00	\$2,500.00	\$2,500.00	\$9,000.00	\$9,000.00	\$3,041.98	\$3,041.98
13	Removal of Structures and Obstructions	1	L.S.	\$6,854.00	\$6,854.00	\$10,000.00	\$10,000.00	\$24,600.00	\$24,600.00	\$10,000.00	\$10,000.00	\$27,650.00	\$27,650.00	\$17,080.13	\$17,080.13
14	Trimming and Cleanup	1	L.S.	\$2,300.00	\$2,300.00	\$1,500.00	\$1,500.00	\$1,280.00	\$1,280.00	\$1,000.00	\$1,000.00	\$810.00	\$810.00	\$1.88	\$1.88
15	Crushed Surfacing Top Course	190	TON	\$72.84	\$13,839.60	\$30.00	\$5,700.00	\$66.55	\$12,644.50	\$50.00	\$9,500.00	\$100.00	\$19,000.00	\$227.39	\$43,204.10
16	HMA CL 1/2 In. PG 58H-22	30	TON	\$207.00	\$6,210.00	\$200.00	\$6,000.00	\$300.00	\$9,000.00	\$300.00	\$9,000.00	\$263.00	\$7,890.00	\$359.04	\$10,771.20
17	Adjust Catch Basin	4	EA	\$258.75	\$1,035.00	\$500.00	\$2,000.00	\$535.00	\$2,140.00	\$250.00	\$1,000.00	\$730.00	\$2,920.00	\$389.66	\$1,558.64
18	Adjust Valve Casings To Grade	2	EA	\$287.50	\$575.00	\$250.00	\$500.00	\$420.00	\$840.00	\$250.00	\$500.00	\$730.00	\$1,460.00	\$230.66	\$461.32
19	Erosion/Water Pollution Control	1	L.S.	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$1,910.00	\$1,910.00	\$1,000.00	\$1,000.00	\$3,210.00	\$3,210.00	\$2,077.00	\$2,077.00
20	High Visibility Fence	250	L.F.	\$2.88	\$720.00	\$5.00	\$1,250.00	\$5.40	\$1,350.00	\$5.00	\$1,250.00	\$6.00	\$1,500.00	\$2.20	\$550.00
21	Cement Conc. Traffic Curb And Gutter	440	L.F.	\$47.15	\$20,746.00	\$60.00	\$26,400.00	\$48.65	\$21,406.00	\$48.00	\$21,120.00	\$41.00	\$18,040.00	\$44.88	\$19,747.20
22	Cement Conc. Pedestrian Curb	200	L.F.	\$52.33	\$10,466.00	\$83.00	\$16,600.00	\$53.00	\$10,600.00	\$48.00	\$9,600.00	\$44.10	\$8,820.00	\$54.00	\$10,800.00
23	Cement Conc. Sidewalk	140	S.Y.	\$88.55	\$12,397.00	\$125.00	\$17,500.00	\$90.65	\$12,691.00	\$161.00	\$22,540.00	\$76.00	\$10,640.00	\$92.75	\$12,985.00
24	Cement Conc. Curb Ramp Type Perpendicular A	6	EA	\$2,434.17	\$14,605.02	\$2,500.00	\$15,000.00	\$1,515.00	\$9,090.00	\$4,600.00	\$27,600.00	\$2,100.00	\$12,600.00	\$1,196.80	\$7,180.80
25	Cement Conc. Curb Ramp Type Parallel A	1	EA	\$3,105.00	\$3,105.00	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$4,800.00	\$4,800.00	\$2,100.00	\$2,100.00	\$2,214.00	\$2,214.00
26	Cement Conc. Curb Ramp Type Modified Parallel A	1	EA	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$9,200.00	\$9,200.00	\$2,625.00	\$2,625.00	\$2,214.00	\$2,214.00
27	Cement Conc. Curb Ramp Type Combination	2	EA	\$3,047.50	\$6,095.00	\$2,500.00	\$5,000.00	\$2,400.00	\$4,800.00	\$5,060.00	\$10,120.00	\$2,415.00	\$4,830.00	\$2,214.00	\$4,428.00
28	Cement Conc. Curb Ramp Modified Type Single Direction B	6	EA	\$2,434.17	\$14,605.02	\$2,500.00	\$15,000.00	\$2,400.00	\$14,400.00	\$6,555.00	\$39,330.00	\$2,100.00	\$12,600.00	\$2,214.00	\$13,284.00
29	Rectangular Rapid Flashing Beacon	8	EA	\$5,370.50	\$42,964.00	\$8,000.00	\$64,000.00	\$6,520.00	\$52,160.00	\$4,000.00	\$32,000.00	\$7,100.00	\$56,800.00	\$5,914.92	\$47,319.36
30	Permanent Signing	1	L.S.	\$4,933.50	\$4,933.50	\$3,000.00	\$3,000.00	\$4,100.00	\$4,100.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00	\$10,190.00	\$10,190.00
31	Removing Paint Line	70	L.F.	\$2.30	\$161.00	\$5.00	\$350.00	\$2.10	\$147.00	\$6.00	\$420.00	\$2.50	\$175.00	\$4.00	\$280.00
32	Removing Plastic Line	50	L.F.	\$4.60	\$230.00	\$5.00	\$250.00	\$4.20	\$210.00	\$9.00	\$450.00	\$4.50	\$225.00	\$7.00	\$350.00
33	Removing Plastic Traffic Marking	50	L.F.	\$4.60	\$230.00	\$5.00	\$250.00	\$4.20	\$210.00	\$13.00	\$650.00	\$4.50	\$225.00	\$7.00	\$350.00
34	Plastic Crosswalk Line	816	S.F.	\$6.90	\$5,630.40	\$12.00	\$9,792.00	\$6.30	\$5,140.80	\$10.00	\$8,160.00	\$6.50	\$5,304.00	\$8.00	\$6,528.00
35	Plastic Stop Line	61	L.F.	\$10.35	\$631.35	\$15.00	\$915.00	\$9.45	\$576.45	\$12.00	\$732.00	\$10.00	\$610.00	\$12.00	\$732.00
				\$267,107.39		\$294,607.00		\$295,110.75		\$4,285,422.00		\$301,824.00		\$613,278.68	

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



City of Anacortes

Q Avenue Pedestrian Crossings #24-018-TRN-002

BID TABULATION - BID DATE 1/28/2026

Item No.	Item Description	Quantity	Unit	Fisher Const.		Konnerup Const.		Colacurcio Brothers		Western Refinery Services		East Slope LLC		Tiger Const.	
				Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid
1	Minor Changes	1	EST.	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Roadway Surveying	1	L.S.	\$6,449.38	\$6,449.38	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$4,010.00	\$4,010.00	\$4,400.00	\$4,400.00
3	ADA Features Surveying	1	L.S.	\$3,739.56	\$3,739.56	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00	\$4,770.00	\$4,770.00	\$5,300.00	\$5,300.00
4	Min Bid Req - Record Drawings	1	L.S.	\$3,251.79	\$3,251.79	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
5	SPCC Plan	1	L.S.	\$198.58	\$198.58	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$250.00	\$250.00	\$275.00	\$275.00	\$200.00	\$200.00
6	Type B Progress Schedule	1	L.S.	\$198.58	\$198.58	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$400.00	\$400.00	\$275.00	\$275.00	\$200.00	\$200.00
7	Mobilization	1	L.S.	\$5,818.75	\$5,818.75	\$30,000.00	\$30,000.00	\$22,290.00	\$22,290.00	\$15,000.00	\$15,000.00	\$34,000.00	\$34,000.00	\$20,000.00	\$20,000.00
8	Traffic Control Supervisor	200	HR	\$119.23	\$23,846.00	\$80.00	\$16,000.00	\$80.00	\$16,000.00	\$105.00	\$21,000.00	\$79.50	\$15,900.00	\$130.00	\$26,000.00
9	Pedestrian Traffic Control	1	L.S.	\$794.30	\$794.30	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,395.00	\$3,395.00	\$6,900.00	\$6,900.00
10	Flagger s	400	HR	\$103.02	\$41,208.00	\$80.00	\$32,000.00	\$80.00	\$32,000.00	\$90.00	\$36,000.00	\$75.00	\$30,000.00	\$83.00	\$33,200.00
11	Other Temporary Traffic Control Devices	1	L.S.	\$1,178.23	\$1,178.23	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$3,855.00	\$3,855.00	\$3,500.00	\$3,500.00
12	Construction Signs Class A	1	L.S.	\$8,169.40	\$8,169.40	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,615.00	\$1,615.00	\$700.00	\$700.00
13	Removal of Structures and Obstructions	1	L.S.	\$16,340.08	\$16,340.08	\$30,000.00	\$30,000.00	\$21,000.00	\$21,000.00	\$28,500.00	\$28,500.00	\$20,550.00	\$20,550.00	\$43,000.00	\$43,000.00
14	Trimming and Cleanup	1	L.S.	\$4,273.09	\$4,273.09	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$8,410.00	\$8,410.00	\$4,400.00	\$4,400.00
15	Crushed Surfacing Top Course	190	TON	\$40.21	\$7,639.90	\$56.00	\$10,640.00	\$40.00	\$7,600.00	\$90.00	\$17,100.00	\$132.60	\$25,194.00	\$70.00	\$13,300.00
16	HMA CL 1/2 In. PG 58H-22	30	TON	\$319.73	\$9,591.90	\$500.00	\$15,000.00	\$365.00	\$10,950.00	\$530.00	\$15,900.00	\$357.00	\$10,710.00	\$350.00	\$10,500.00
17	Adjust Catch Basin	4	EA	\$331.72	\$1,326.88	\$600.00	\$2,400.00	\$700.00	\$2,800.00	\$450.00	\$1,800.00	\$1,600.00	\$6,400.00	\$2,700.00	\$10,800.00
18	Adjust Valve Casings To Grade	2	EA	\$198.58	\$397.16	\$400.00	\$800.00	\$700.00	\$1,400.00	\$300.00	\$600.00	\$1,440.00	\$2,880.00	\$1,700.00	\$3,400.00
19	Erosion/Water Pollution Control	1	L.S.	\$1,208.41	\$1,208.41	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,265.00	\$2,265.00	\$6,600.00	\$6,600.00
20	High Visibility Fence	250	L.F.	\$7.25	\$1,812.50	\$6.00	\$1,500.00	\$1.00	\$250.00	\$2.50	\$625.00	\$5.00	\$1,250.00	\$3.25	\$812.50
21	Cement Conc. Traffic Curb And Gutter	440	L.F.	\$59.39	\$26,131.60	\$44.00	\$19,360.00	\$56.00	\$24,640.00	\$50.00	\$22,000.00	\$58.00	\$25,520.00	\$56.00	\$24,640.00
22	Cement Conc. Pedestrian Curb	200	L.F.	\$62.52	\$12,504.00	\$53.00	\$10,600.00	\$76.00	\$15,200.00	\$60.00	\$12,000.00	\$42.50	\$8,500.00	\$65.00	\$13,000.00
23	Cement Conc. Sidewalk	140	S.Y.	\$103.63	\$14,508.20	\$91.00	\$12,740.00	\$102.00	\$14,280.00	\$105.00	\$14,700.00	\$151.50	\$21,210.00	\$115.00	\$16,100.00
24	Cement Conc. Curb Ramp Type Perpendicular A	6	EA	\$2,183.21	\$13,099.26	\$1,180.00	\$7,080.00	\$1,700.00	\$10,200.00	\$1,250.00	\$7,500.00	\$1,590.00	\$9,540.00	\$1,600.00	\$9,600.00
25	Cement Conc. Curb Ramp Type Parallel A	1	EA	\$3,104.55	\$3,104.55	\$2,183.00	\$2,183.00	\$2,600.00	\$2,600.00	\$2,500.00	\$2,500.00	\$2,120.00	\$2,120.00	\$2,600.00	\$2,600.00
26	Cement Conc. Curb Ramp Type Modified Parallel A	1	EA	\$3,104.55	\$3,104.55	\$2,183.00	\$2,183.00	\$2,600.00	\$2,600.00	\$2,500.00	\$2,500.00	\$2,650.00	\$2,650.00	\$2,600.00	\$2,600.00
27	Cement Conc. Curb Ramp Type Combination	2	EA	\$3,104.55	\$6,209.10	\$2,183.00	\$4,366.00	\$2,600.00	\$5,200.00	\$2,500.00	\$5,000.00	\$2,650.00	\$5,300.00	\$2,600.00	\$5,200.00
28	Cement Conc. Curb Ramp Modified Type Single Direction B	6	EA	\$3,104.55	\$18,627.30	\$2,183.00	\$13,098.00	\$2,600.00	\$15,600.00	\$2,500.00	\$15,000.00	\$3,180.00	\$19,080.00	\$2,600.00	\$15,600.00
29	Rectangular Rapid Flashing Beacon	8	EA	\$6,344.78	\$50,758.24	\$6,000.00	\$48,000.00	\$7,800.00	\$62,400.00	\$8,500.00	\$68,000.00	\$5,250.00	\$42,000.00	\$6,200.00	\$49,600.00
30	Permanent Signing	1	L.S.	\$7,693.96	\$7,693.96	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$7,430.00	\$7,430.00	\$2,200.00	\$2,200.00
31	Removing Paint Line	70	L.F.	\$2.17	\$151.90	\$2.50	\$175.00	\$2.00	\$140.00	\$6.50	\$455.00	\$5.30	\$371.00	\$2.35	\$164.50
32	Removing Plastic Line	50	L.F.	\$4.34	\$217.00	\$5.00	\$250.00	\$4.00	\$200.00	\$10.00	\$500.00	\$8.00	\$400.00	\$4.70	\$235.00
33	Removing Plastic Traffic Marking	50	L.F.	\$4.34	\$217.00	\$5.00	\$250.00	\$4.00	\$200.00	\$13.00	\$650.00	\$11.00	\$550.00	\$4.70	\$235.00
34	Plastic Crosswalk Line	816	S.F.	\$6.50	\$5,304.00	\$7.00	\$5,712.00	\$7.00	\$5,712.00	\$10.00	\$8,160.00	\$8.50	\$6,936.00	\$7.00	\$5,712.00
35	Plastic Stop Line	61	L.F.	\$9.76	\$595.36	\$11.00	\$671.00	\$10.00	\$610.00	\$10.00	\$610.00	\$10.50	\$640.50	\$11.00	\$671.00
				\$309,668.51		\$310,008.00		\$310,372.00		\$337,250.00		\$341,001.50		\$354,370.00	

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



City of Anacortes

Q Avenue Pedestrian Crossings #24-018-TRN-002

BID TABULATION - BID DATE 1/28/2026

Item No.	Item Description	Quantity	Unit	TRICO Companies		Raw Land Const.		SRV Const.		Associated Paving		Interwest Construction Inc.		Judha of Lion Landscaping	
				Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid
1	Minor Changes	1	EST.	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Roadway Surveying	1	L.S.	\$3,740.00	\$3,740.00	\$3,500.00	\$3,500.00	\$2,975.00	\$2,975.00	\$3,350.00	\$3,350.00	\$4,400.00	\$4,400.00	\$18,000.00	\$18,000.00
3	ADA Features Surveying	1	L.S.	\$1,200.00	\$1,200.00	\$5,500.00	\$5,500.00	\$5,950.00	\$5,950.00	\$6,700.00	\$6,700.00	\$5,200.00	\$5,200.00	\$9,000.00	\$9,000.00
4	Min Bid Req - Record Drawings	1	L.S.	\$525.00	\$525.00	\$3,000.00	\$3,000.00	\$300.00	\$300.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
5	SPCC Plan	1	L.S.	\$402.00	\$402.00	\$100.00	\$100.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$15,000.00	\$15,000.00
6	Type B Progress Schedule	1	L.S.	\$2,590.00	\$2,590.00	\$1,000.00	\$1,000.00	\$1,850.00	\$1,850.00	\$500.00	\$500.00	\$100.00	\$100.00	\$10,000.00	\$10,000.00
7	Mobilization	1	L.S.	\$27,750.00	\$27,750.00	\$30,000.00	\$30,000.00	\$42,700.00	\$42,700.00	\$30,000.00	\$30,000.00	\$13,702.00	\$13,702.00	\$35,000.00	\$35,000.00
8	Traffic Control Supervisor	200	HR	\$94.00	\$18,800.00	\$110.00	\$22,000.00	\$84.00	\$16,800.00	\$100.00	\$20,000.00	\$116.00	\$23,200.00	\$160.00	\$32,000.00
9	Pedestrian Traffic Control	1	L.S.	\$1,300.00	\$1,300.00	\$5,000.00	\$5,000.00	\$9,750.00	\$9,750.00	\$1,500.00	\$1,500.00	\$1,750.00	\$1,750.00	\$15,000.00	\$15,000.00
10	Flagger s	400	HR	\$80.00	\$32,000.00	\$80.00	\$32,000.00	\$84.00	\$33,600.00	\$100.00	\$40,000.00	\$78.00	\$31,200.00	\$150.00	\$60,000.00
11	Other Temporary Traffic Control Devices	1	L.S.	\$1,350.00	\$1,350.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$1,635.00	\$1,635.00	\$20,000.00	\$20,000.00
12	Construction Signs Class A	1	L.S.	\$8,900.00	\$8,900.00	\$15,000.00	\$15,000.00	\$2,450.00	\$2,450.00	\$14,500.00	\$14,500.00	\$9,900.00	\$9,900.00	\$10,000.00	\$10,000.00
13	Removal of Structures and Obstructions	1	L.S.	\$53,800.00	\$53,800.00	\$20,000.00	\$20,000.00	\$26,500.00	\$26,500.00	\$27,000.00	\$27,000.00	\$30,000.00	\$30,000.00	\$65,000.00	\$65,000.00
14	Trimming and Cleanup	1	L.S.	\$3,900.00	\$3,900.00	\$10,000.00	\$10,000.00	\$6,800.00	\$6,800.00	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00	\$20,000.00	\$20,000.00
15	Crushed Surfacing Top Course	190	TON	\$129.00	\$24,510.00	\$50.00	\$9,500.00	\$56.00	\$10,640.00	\$55.00	\$10,450.00	\$36.00	\$6,840.00	\$110.00	\$20,900.00
16	HMA CL 1/2 In. PG 58H-22	30	TON	\$340.00	\$10,200.00	\$505.00	\$15,150.00	\$330.00	\$9,900.00	\$225.00	\$6,750.00	\$340.00	\$10,200.00	\$600.00	\$18,000.00
17	Adjust Catch Basin	4	EA	\$690.00	\$2,760.00	\$1,000.00	\$4,000.00	\$975.00	\$3,900.00	\$400.00	\$1,600.00	\$500.00	\$2,000.00	\$950.00	\$3,800.00
18	Adjust Valve Casings To Grade	2	EA	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$900.00	\$1,800.00	\$350.00	\$700.00	\$500.00	\$1,000.00	\$950.00	\$1,900.00
19	Erosion/Water Pollution Control	1	L.S.	\$550.00	\$550.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$2,900.00	\$2,900.00	\$15,000.00	\$15,000.00
20	High Visibility Fence	250	L.F.	\$6.00	\$1,500.00	\$6.00	\$1,500.00	\$5.00	\$1,250.00	\$7.00	\$1,750.00	\$4.50	\$1,125.00	\$35.00	\$8,750.00
21	Cement Conc. Traffic Curb And Gutter	440	L.F.	\$48.20	\$21,208.00	\$60.00	\$26,400.00	\$58.00	\$25,520.00	\$57.00	\$25,080.00	\$55.00	\$24,200.00	\$75.00	\$33,000.00
22	Cement Conc. Pedestrian Curb	200	L.F.	\$51.40	\$10,280.00	\$65.00	\$13,000.00	\$67.00	\$13,400.00	\$57.00	\$11,400.00	\$60.00	\$12,000.00	\$78.00	\$15,600.00
23	Cement Conc. Sidewalk	140	S.Y.	\$121.00	\$16,940.00	\$114.00	\$15,960.00	\$113.00	\$15,820.00	\$110.00	\$15,400.00	\$147.00	\$20,580.00	\$95.00	\$13,300.00
24	Cement Conc. Curb Ramp Type Perpendicular A	6	EA	\$2,904.00	\$17,424.00	\$1,800.00	\$10,800.00	\$2,300.00	\$13,800.00	\$1,500.00	\$9,000.00	\$4,800.00	\$28,800.00	\$4,500.00	\$27,000.00
25	Cement Conc. Curb Ramp Type Parallel A	1	EA	\$2,904.00	\$2,904.00	\$2,600.00	\$2,600.00	\$3,350.00	\$3,350.00	\$1,500.00	\$1,500.00	\$5,600.00	\$5,600.00	\$5,500.00	\$5,500.00
26	Cement Conc. Curb Ramp Type Modified Parallel A	1	EA	\$3,435.00	\$3,435.00	\$2,600.00	\$2,600.00	\$3,350.00	\$3,350.00	\$1,500.00	\$1,500.00	\$8,500.00	\$8,500.00	\$5,500.00	\$5,500.00
27	Cement Conc. Curb Ramp Type Combination	2	EA	\$3,225.00	\$6,450.00	\$2,600.00	\$5,200.00	\$3,350.00	\$6,700.00	\$1,500.00	\$3,000.00	\$5,100.00	\$10,200.00	\$5,500.00	\$11,000.00
28	Cement Conc. Curb Ramp Modified Type Single Direction B	6	EA	\$2,900.00	\$17,400.00	\$2,600.00	\$15,600.00	\$3,350.00	\$20,100.00	\$1,500.00	\$9,000.00	\$6,000.00	\$36,000.00	\$6,000.00	\$36,000.00
29	Rectangular Rapid Flashing Beacon	8	EA	\$5,450.00	\$43,600.00	\$6,500.00	\$52,000.00	\$7,300.00	\$58,400.00	\$6,000.00	\$48,000.00	\$6,900.00	\$55,200.00	\$15,000.00	\$120,000.00
30	Permanent Signing	1	L.S.	\$7,660.00	\$7,660.00	\$15,000.00	\$15,000.00	\$3,500.00	\$3,500.00	\$30,000.00	\$30,000.00	\$6,700.00	\$6,700.00	\$15,000.00	\$15,000.00
31	Removing Paint Line	70	L.F.	\$2.25	\$157.50	\$2.25	\$157.50	\$2.50	\$175.00	\$16.00	\$1,120.00	\$2.50	\$175.00	\$45.00	\$3,150.00
32	Removing Plastic Line	50	L.F.	\$4.40	\$220.00	\$4.50	\$225.00	\$5.00	\$250.00	\$16.00	\$800.00	\$4.50	\$225.00	\$70.00	\$3,500.00
33	Removing Plastic Traffic Marking	50	L.F.	\$4.40	\$220.00	\$4.50	\$225.00	\$5.00	\$250.00	\$16.00	\$800.00	\$4.50	\$225.00	\$45.00	\$2,250.00
34	Plastic Crosswalk Line	816	S.F.	\$6.70	\$5,467.20	\$7.50	\$6,120.00	\$7.50	\$6,120.00	\$21.00	\$17,136.00	\$7.00	\$5,712.00	\$25.00	\$20,400.00
35	Plastic Stop Line	61	L.F.	\$10.00	\$610.00	\$12.00	\$732.00	\$11.00	\$671.00	\$278.00	\$16,958.00	\$10.00	\$610.00	\$35.00	\$2,135.00
				\$360,752.70		\$364,869.50		\$364,571.00		\$376,994.00		\$379,379.00		\$705,685.00	

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 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:

WORK. The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the **Q Avenue Pedestrian Crossings**, in accordance with and as described in the Invitation for Bid entitled, Federal Aid No. CRPUS-6239(003). Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10*, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

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

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

I. PRICE. The Total Contract Price is **Two Hundred Sixty-Seven Thousand One Hundred Seven Dollars and Thirty-Nine Cents (\$267,107.39)**. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.

II. TIME. Unless otherwise stated in the Invitation for Bid, all physical construction activities shall be completed within **30** working days from the first working day following the Notice to Proceed. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.

III. 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.

IV. INDEMNIFICATION/HOLD HARMLESS. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

Owner:

City of Anacortes

Title

Date

Contractor:

Earthwork Solutions, LLC

Title

Date

BID PROPOSAL

FOR

Q AVENUE PEDESTRIAN CROSSINGS ANACORTES, WASHINGTON

Date: 01/28/2026

TO: CITY OF ANACORTES

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.

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

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

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

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 Thirty (30) calendar days**, and (b) achieve **Contract Completion within Two Hundred Ten (210) calendar days** after the date of the Notice to Proceed.

To: City of Anacortes
 Anacortes City Hall
 904 6th Street
 Anacortes, WA 98221

BID PROPOSAL FORM

This certifies that the undersigned has examined the location of:

Q Avenue Pedestrian Crossing Improvements Project
 A City of Anacortes project
 Located in Anacortes, Washington, Skagit County
 Federal Aid #CRPUS-6239(003)

and that the plans, specifications, and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications, and contract, and the following schedule of rates and prices:

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

ITEM NO.	ITEM DESCRIPTION	SPEC. REF.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
DIVISION 1 - GENERAL REQUIREMENTS						
1	MINOR CHANGES	1-04.4	1	EST	\$ 10,000.00	\$ 10,000.00
2	ROADWAY SURVEYING	1-05.4 SP	1	LS	\$2,846.25	\$2,846.25
3	ADA FEATURES SURVEYING	1-05.4 GSP	1	LS	\$5,698.25	\$5,698.25
4	MIN BID REQ - RECORD DRAWINGS	1-05 GSP	1	LS	\$3,000.00	\$3,000.00
5	SPCC PLAN	1-07	1	LS	\$500.00	\$500.00
6	TYPE B PROGRESS SCHEDULE	1-08 GSP	1	LS	\$500.00	\$500.00
7	MOBILIZATION	1-09	1	LS	\$22,850.00	\$22,850.00
8	TRAFFIC CONTROL SUPERVISOR	1-10 GSP	200	HR	\$79.35	\$15,870.00
9	PEDESTRIAN TRAFFIC CONTROL	1-10 GSP	1	LS	\$1,150.00	\$1,150.00
10	FLAGGERS	1-10 GSP	400	HR	\$70.15	\$28,060.00
11	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	1-10 GSP	1	LS	\$575.00	\$575.00
12	CONSTRUCTION SIGNS CLASS A	1-10 GSP	1	LS	\$4,025.00	\$4,025.00
DIVISION 2 - EARTHWORK						
13	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	2-02 SP	1	LS	\$6,854.00	\$6,854.00
14	TRIMMING AND CLEANUP	2-02 SP	1	LS	\$2,300.00	\$2,300.00
DIVISION 4 - BASES						
15	CRUSHED SURFACING TOP COURSE	4-04 SP	190	TON	\$72.84	\$13,839.60
DIVISION 5 - SURFACE TREATMENTS AND PAVEMENTS						
16	HMA CL. 1/2 IN. PG 58H-22	5-04 GSP	30	TON	\$207.00	\$6,210.00
DIVISION 7 - DRAINAGE STRUCTURES, STORM SEWER, SANITARY SEWERS, WATER MAINS, AND CONDUITS						
17	ADJUST CATCH BASIN	7-05 SP	4	EACH	\$258.75	\$1,035.00
18	ADJUST VALVE CASINGS TO GRADE	7-12 SP	2	EACH	\$287.50	\$575.00

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

9

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

DIVISION 8 - MISCELLANEOUS CONSTRUCTION						
19	EROSION CONTROL AND WATER POLLUTION PREVENTION	8-01 SP	1	LS	\$500.00	\$500.00
20	HIGH VISIBILITY FENCE	8-01	250	LF	\$2.88	\$720.00
21	CEMENT CONC. TRAFFIC CURB AND GUTTER	8-04 SP	440	LF	\$47.15	\$20,746.00
22	CEMENT CONC. PEDESTRIAN CURB	8-04 SP	200	LF	\$52.33	\$10,466.00
23	CEMENT CONC. SIDEWALK	8-14 SP	140	SY	\$88.55	\$12,397.00
24	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A	8-14 SP	6	EACH	\$2,434.17	\$14,605.02
25	CEMENT CONC. CURB RAMP TYPE PARALLEL A	8-14 SP	1	EACH	\$3,105.00	\$3,105.00
26	CEMENT CONC. CURB RAMP TYPE MODIFIED PARALLEL A	8-14 SP	1	EACH	\$3,200.00	\$3,200.00
27	CEMENT CONC. CURB RAMP TYPE COMBINATION	8-14 SP	2	EACH	\$3,047.50	\$6,095.00
28	CEMENT CONC. CURB RAMP MODIFIED TYPE SINGLE DIRECTION B	8-14 SP	6	EACH	\$2,434.17	\$14,605.02
29	RECTANGULAR RAPID FLASHING BEACON	8-20 SP	8	EACH	\$5,370.50	\$42,964.00
30	PERMANENT SIGNING	8-21	1	LS	\$4,933.50	\$4,933.50
31	REMOVING PAINT LINE	8-22	70	LF	\$2.30	\$161.00
32	REMOVING PLASTIC LINE	8-22	50	LF	\$4.60	\$230.00
33	REMOVING PLASTIC TRAFFIC MARKING	8-22	50	LF	\$4.60	\$230.00
34	PLASTIC CROSSWALK LINE	8-22	816	SF	\$6.90	\$5,630.40
35	PLASTIC STOP LINE	8-22	61	LF	\$10.35	\$631.35
TOTAL BID					\$ 267,107.39	
NOTES: Unit prices for all items, all extensions, and total amount of bid for each Bid Item shall be shown. All entries must be typed or entered in ink. SALES TAX IS TO BE INCLUDED WITH ALL BID ITEMS IN ACCORDANCE WITH THE 2025 STANDARD SPECIFICATIONS, SECTION 1-07.2						

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum 1, Initial J.F.

Addendum _____, Initial _____

Addendum _____, Initial _____

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 bid 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, Governor

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.
Name of Bidder

Governor
Title

1/28/2026
Date



Signature of Bidder

Josh Frizzell
Print Name

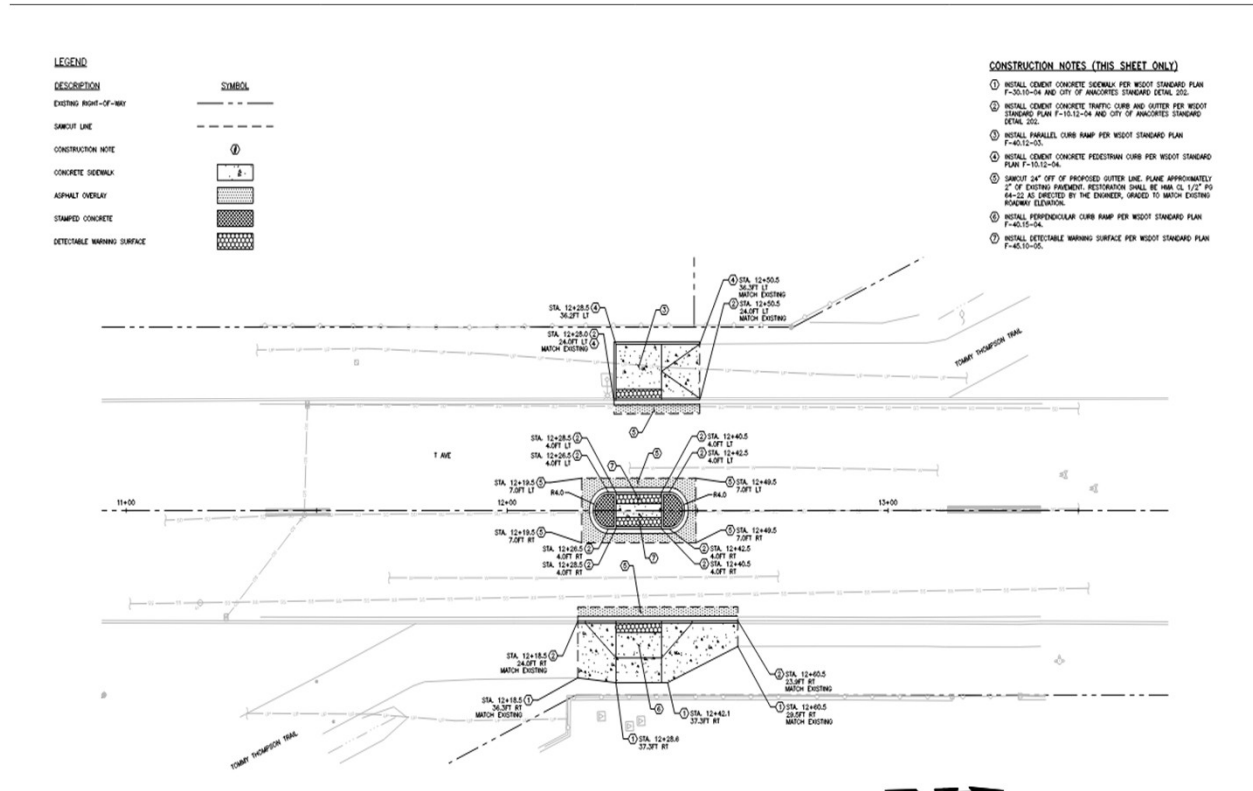
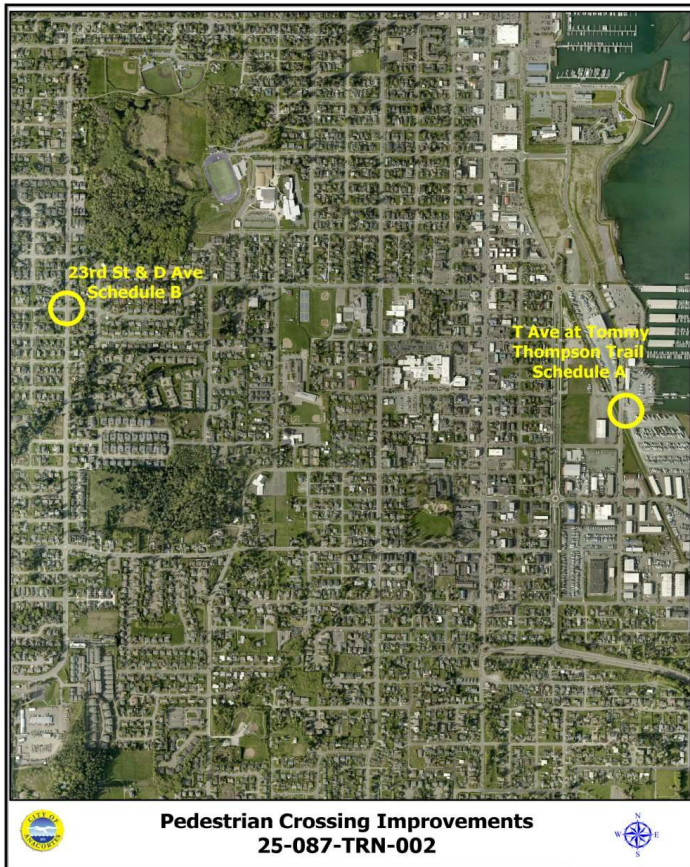
2026 Pedestrian Crossing Improvements

Logan Lee, Public Works Director

March 2 2026



Project Locations

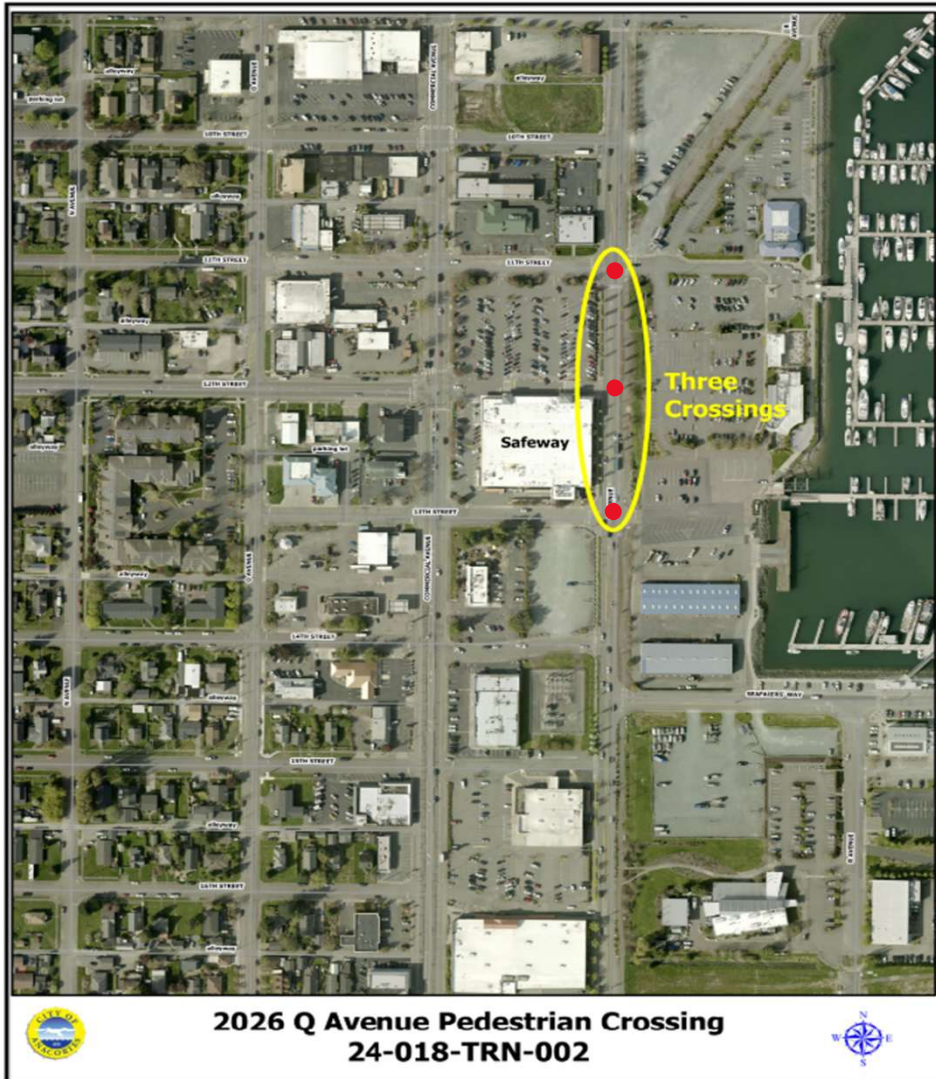


Q Avenue Pedestrian Crossings

Logan Lee, Public Works Director

March 2, 2026







Project Overview

- Contract: \$267,107.39 w/ Earthwork Solutions
- Update eight existing ADA ramps.
- Install two new ADA ramps at Safeway entrance.
- Install eight RRFB's
- New signage.
- New crosswalks and stop bars.
- Funded by Federal Carbon Reduction Program and Transportation Alternatives grants at 86.5% with 13.5% local match.
- Up to 300 hours of staff time obligated for reimbursement.
- www.anacorteswa.gov/1971

