



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

April 6, 2026
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **State of the City Address**
 - a. Mayor Walters
4. **Announcements and Committee Reports**
 - a. Finance Committee (Report)
 - b. Public Works Committee (Report)
 - c. Library and Museum Committee (Report)
 - d. Economic Development Committee (Report)
 - e. Mayor's Announcements
5. **Public Comment**
 - a. [Participation Rules and Procedures](#)
 - b. Written Public Comment
6. **Consent Agenda**
 - a. Special Joint North Star Meeting Minutes of March 17, 2026 (Action)
 - b. Minutes of March 23, 2026 (Action)
 - c. Approval of claims in the amount of \$484,674.47 (Action)
 - d. Contract Award: Ben Root Skate Park Restroom & Parking Lot Project - CXT Unit #25-136-PRK-003 (Action)
7. **Other Business**
 - a. 2027-2032 Residential Recyclables and Residential Organics Collection #27-001-SAN-001 (Discussion/Action)
 - b. 2026 End-of-Legislative-Session Recap from Emily Shay of Gordon Thomas Honeywell (Presentation), (Discussion)

- 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.

- c. Contract Award: Hearing Examiner Services #26-134-LEG-001 (Discussion/Action)
 - d. Contract Award: WTP High Service Pump #1 VFD Retrofit Project #26-069-WTR-001 (Discussion/Action)
 - e. Contract Award: 29th Street Reservoir Replacement – Design #23-238-WTR-002 (Discussion/Action)
 - f. Ordinance 5026: Prohibiting the Feeding of Wild Animals* (Discussion), (First Read)
 - g. Ordinance 5027: Prohibiting Virtual Currency Kiosks* (Discussion), (First Read)
8. **Adjournment**

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City Council

April 6, 2026

Highlights:

- State of the City
- Legislative Session Recap
- Ordinance 5026: Feeding of Wild Animals
- Ordinance 2027: Virtual Currency Kiosks



Housing Authority Board Appointment

Mayor Walters has made the following appointment to the Housing Authority Board, which does not require confirmation:

Nicole Ohana, term effective through 12/31/2027



Anacortes Senior Activity Center

Aging Mastery Program

Wednesdays, April 15 – June 3, 4:00 – 5:30. Cost is \$40 (scholarships available). Expert speakers, group discussions, and goal setting combine to help you make small meaningful changes.

www.anacorteswa.gov/556



Spring Parks and Recreation

- Sign up for all Summer Recreation Programs starting April 20
- Kids Fishing Day at Heart Lake: May 30, 7am -12pm

www.anacorteswa.gov/490



CDBG Annual Plan

- Public Comment March 16-April 23
- Public Hearing April 27

www.anacorteswa.gov/174/



Guemes Ferry Maintenance Schedule

Skagit County's car ferry will be out of service for maintenance May 4-17

Passenger-only service will be provided by Arrow Launch beginning May 4th at 6:30am and will follow the non-peak sailing schedule





**want
project
info?**

anacorteswa.gov/projects

All-Department Q1 Update Work Session

April 13, 2026



Committee Reports

- Finance
- Public Works
- Library and Museum
- Economic Development



From: [William Turner](#)
To: [CityClerk](#); [City Council](#); [Ryan Walters](#); [Darcy Swetnam](#)
Cc: [Munce Ian](#); [Turner Jim](#); [Miller Bo](#); [Kyle](#)
Subject: Where are the rules of procedure for appeals to council?
Date: Monday, April 6, 2026 9:30:10 AM

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

Dear City Council

You take exception to SEPA appeals, yet again and again the City violates the due process mandates of federal and state due process clauses of our constitutions. For decades these provisions have been enshrined in the state statute after state statute, e.g. the State Environmental Policy Act of 1971 and the Growth Management Act of 1990.

Yet, to secure the outcome you wanted for the 2025 Comprehensive Plan update you cancelled an independent Hearing Examiner (HE) review, with witnesses under oath, cross examination (to identify just a few of the 15 pages of procedural, and due process protections set forth in the in the HE Rules of Procedure). Of course, this was an issue that needed to be appealed to the Growth Management Hearings Board as a basic violation of procedural due process and your adopted GMA Public Participation Plan. I watched the City Council meeting where you approved the Mayor's proposal and, to my extreme disappointment, no one expressed any concern about fairness and fair play which are, after all, at the basis of due process. Fairness and due process are also the basis of a healthy community in which the council is not above the law.

I recently received, as did Ian Munce, a document setting a hearing schedule for our separate appeals of the 2025 Draft Stormwater Plan. Standard due process requirements would have the City 'Answer' the appeal, followed by Appellant Opening Brief, the City Response, and Appellant Reply. The proposal from Mr. Francioch makes no mention of the City Council approving this truncated procedure. Have you? Sadly you make up the rules as you go.

The bigger problem is that if you expect a reviewing body or court to give some deference to your eventual SEPA appeal decision you need to adopt Rules of Procedure along the lines of those utilized by the Hearing Examiner, thus the fairness doctrine.

I am of the opinion that you are required to do just this and that my SEPA appeal must be POSTPONED until you have developed and adopted such rules.

However, I anticipate that you will not respond to this, and then complain when procedural due process appeals follow and you expend resources to defend a position that goes against decades of established judicial precedent, thus spending tax dollars to defend another precarious position. I'm sure our citizens enjoy watching you flounder without proper procedures, especially with an attorney as Mayor, and spending more money you don't have.

You might consider hiring an independent, third party professional to provide an assessment of your current legal and planning practices and recommend a corrective course of action. This action is long overdue and might even be funded by your insurance carrier as a preventive measure. The insurance carrier will likely see your actions as a long term threat, one that will cost them more if you do not correct your methods and provide a fair venue for appeals.

Sincerely, Bill Turner

6:00 p.m. - 8:00 p.m. Special Joint Meeting with the Skagit County and Cities of Burlington, Mount Vernon and Sedro-Woolley Regarding North Star (Public Health, Chinook Conference Room, 301 Valley Mall Way, Suite 110, Mount Vernon)

1. Dinner and Networking

2. Call to Order and Roll Call:

Mayor Ryan Walters convened the special joint meeting with the Skagit County Board of Commissioners Chair Ron Wesen, Burlington Mayor Bill Aslett, Mount Vernon Mayor Peter Donovan, and Sedro-Woolley Mayor Julia Johnson at 6:15 p.m.

Councilmembers present from the City of Anacortes included Christine Cleland McGarth, TJ Fantini, Carolyn Moulton, Luke Currier, and Anthony Young.

Skagit County Commissioners Peter Browning and Joe Burns were present.

Councilmembers present from the City of Burlington included Elizabeth Turman-Bryant, Kelsey Freeman, and James Stavig.

Councilmembers present from the City of Mount Vernon included Navor Tercero, Mary Hudson, Randy West, Hannah Oliver, and Demi Daman.

Councilmembers present from the City of Sedro-Woolley included Paul Cocke, and Nora Pederson.

Other staff in attendance included Skagit County Public Health Director Monica Negrila, Skagit County Assistant Public Health Director Sarah Hinman, Skagit County Senior Public Health Analyst George Kosovich, Skagit County District Court Judge Jenifer Howson, Skagit County Community Health Coordinator Kasandra Church, Skagit County Communications Coordinator Andrea Harrison, and Clerk of the Board of Skagit County Commissioners Linda Hammons.

Skagit County Chair Ron Wesen provided welcoming remarks and updates regarding senior services in Skagit County and the Meals on Wheels Program. He clarified that there were two (2) components of the senior services program which were the senior centers and the senior nutrition components. He noted that while senior centers would continue to operate as usual with no immediate changes planned, Skagit County's contract for Meals on Wheels and congregate meals would end on June 30, 2026, with Northwest Regional Council being responsible for selecting a new provider. It was noted that Skagit County was committed to providing equipment, delivery vehicles, and \$250,000 in startup funding for the new provider. He also expressed appreciation for the partnership with the cities and noted that Skagit County would continue open communication with the cities.

Skagit County Chair Ron Wesen acknowledged that the City of Sedro-Woolley had withdrawn its approval of the Interlocal Agreement from the North Star Initiative, while noting their continued participation in the discussions. Mayor of Mount Vernon Peter Donovan, City of Burlington Mayor Bill Aslett, and Skagit County Commissioner Joe Burns thanked City of Sedro-Woolley Mayor Johnson and recognized her leadership role in founding North Star, and her contributions to the partnership.

3. Meeting Goals and Agenda Overview:

Ms. Negrila provided an overview of the agenda and meeting goals which included continuing to build trust and collaboration across jurisdictions, review the 2026 North Star Workplan, review the draft mapping of each jurisdiction's funding allocations and provide input on next steps, identify opportunities for alignment and coordination across jurisdictions, and share updates across jurisdictions.

Communications Coordinator Andrea Harrison provided an overview of North Star, a public-private partnership aimed at addressing homelessness and behavioral health issues in Skagit County. She explained that North Star's activities focused on coordinating crisis response, expanding recovery support, strengthening behavioral health services, and facilitating access to housing. More information about North Star can be found at the website: <https://northstarskagit.org/>.

4. Public Comments:

No public comment was provided.

5. Relationships Building and North Star Updates:

Assistant Public Health Director Sarah Hinman highlighted key accomplishments, including the First Step Center, Martha's Place, and the upcoming STAR Center, emphasizing the collaborative efforts across jurisdictions to address community needs.

6. Review of the 2026 North Star Workplan:

There was discussion about collaborative housing and shelter projects across cities and the county. Ms. Negrila highlighted progress made since 2021, including the opening of 48 new beds at the STAR Center, with a ribbon-cutting ceremony scheduled for Friday, March 20, 2026, at 3:00 p.m.

There was a discussion that addressed concerns about Martha's Place, a 70-unit housing facility with \$1.5 million annual operational costs and clarification that the First Step Shelter served 423 individuals year-round and 456 seasonally.

Participants identified potential areas for regional collaboration, including supporting people in jail through programming and chaplaincy services, addressing bridge housing gaps, and developing strategies for service-resistant individuals. There was also a discussion about the North Star Work Plan, which followed three strategic pillars: durable governance, effective community-based systems of care, and safe and stable housing for everyone.

Ms. Negrila outlined key deliverables for 2026, including strengthening the steering committee, implementing a community-facing data dashboard, continuing work on regional opioid Settlement Funds, and developing an integrated recovery housing model.

Participants broke into groups to discuss the priorities and opportunities for collaboration in their jurisdictions, with one group exploring bridge housing ideas and another addressing funding sustainability, media representation, and the need for greater transparency and tribal partnership.

7. Funding Allocation Mapping Review:

Public Health Analyst George Kosovich presented a comprehensive overview of housing and behavioral health funding sources, highlighting both flexible and restricted funding categories. Participants discussed opportunities for better coordination, including creating a unified funding calendar, standardizing reporting requirements, and improving information sharing about successes and challenges. The group also addressed concerns about Martha's Place, a permanent supported housing project, with Ms. Johnson proposing a future meeting to discuss the program's challenges and successes in detail.

8. Updates and Opportunities for Alignment Across Jurisdictions:

Ms. Negrila reported that the Skagit Recovery Café secured a legislative allocation of over \$2 million from the Washington State Legislature's 2026 budget. This funding would be used to purchase the Recovery Café's building; and the Skagit Community Detox Center, located at 201 Lila Lane in Burlington, had received \$258,000 for the transitional housing project.

Ms. Harrison provided a video presentation about the crisis response team and the Stabilization, Treatment, and Recovery (STAR) Center, highlighting successful collaboration between agencies and the positive impact of North Star initiatives on the community.

9. Wrap-Up and Next Steps:

- Share follow-up email with unduplicated and bed-night data for First Step Shelter and seasonal shelter to clarify numbers served.
- Add deeper dive presentation on Martha's Place operations, challenges, and improvements to agenda for next joint meeting.
- Organize presentation or session on current drug trends and their effects for elected officials at a future meeting.

- Compile and share meeting summary via email, incorporating group discussion notes and action items.
- Develop and propose a consistent county/city funding calendar and explore common or shared application and reporting forms for agencies funded by multiple jurisdictions.
- Consider adding a public funding matrix to the North Star website showing all city/county contributions to various projects/programs for transparency.
- Plan for future agenda items on bridge housing, including matrix of existing organizations, locations, capacity, and services, as suggested by group discussion.
- Schedule and send save-the-date for May 21, 2026, North Star Connect Symposium.
- Send reminder notice of next joint meeting on June 16, 2026, and recovery forum on June 30, 2026.

III. ADJOURNMENT:

Mayor Walters adjourned the proceedings at 8:05 p.m.

Anacortes City Council Minutes - March 23, 2026

Call to Order

Mayor Ryan Walters called to order the March 23, 2026, Anacortes City Council meeting at 6:00 p.m. Councilmembers Marcia Hunt, Luke Currier, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and TJ Fantini were present. Councilmember Anthony Young was absent.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Mr. Currier moved, seconded by Mr. Fantini, without objection to excuse the absence of Mr. Young.

Announcements and Committee Reports

Mayor Walters provided announcements, referring to a slide presentation that was added to the packet materials for the meeting, regarding [Senior Activity Center events and programs](#), [March Meals on Wheels fundraising events](#), [Parks and Recreation spring and summer events and programs](#), the [Community Development Block Grant Annual Plan](#) public comment period, the Guemes Island Ferry maintenance haulout schedule for May 4–17, the [project information page](#), and safe storage or disposal of firearms. He also mentioned the upcoming April 6th State of the City Address and the April 13th All-Department first quarter update to the council and public.

Public Comment

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

Consent Agenda

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

a. Minutes of March 16, 2026

b. Approval of claims in the amount of \$492,036.90

The following vouchers/checks were approved for payment:

EFT numbers: 115152 through 115180, total \$119,475.58

Check numbers: 115181 through 115201, total \$340,946.13

Wire transfer numbers: 386030 through 386382, total \$31,615.19

c. Contract Award: Whistle Lake Road Pipe Arch Modifications #25-044-WTR-002

Other Business

Skagit Tourism Bureau Update

Chief Executive Officer of the Skagit Tourism Bureau Kristen Keltz provided a presentation on the bureau's projects, goals, and programs, referring to a slide presentation that was included in the packet materials for the meeting. Ms. Keltz and Vice President of Marketing and Operations Elizabeth Tyler answered questions from the council

Discussion topics included:

- Appreciation for the 'Always Here' campaign targeting Canadian visitors.
- Film liaison.
- Property tax break number. How is it derived?
- Tourism spending figures in the presentation.
- How geo-fencing works regarding advertising.

- How Canadian and other international visitors are tracked, and the associated impact.
- Availability of data for local chambers of commerce.

Waste Management Annual Report

Operations Manager WiL Ludemann introduced Waste Management Senior Manager, Public Sector Solutions Robin Freedman, Education and Outreach Coordinator Grace Fletcher, and Skagit District Manager Chris Clark, who delivered the Waste Management 2025 annual report for Anacortes, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

- Contamination outreach and education.
 - Customers are contacted quarterly via phone and email and 'oops tags' for blatant cases.
 - Smart truck technology can measure the effectiveness of the campaign.
 - The trend line for contamination is decreasing where education and outreach programs and smart truck systems are in place.
- Potential reasons for 2025 lower tonnage numbers for recycling, organics and garbage versus 2024.

Resolution 3206: Authorization for Ship Harbor Grant Applications

Parks Manager Nicole Johnston introduced proposed Resolution 3206 that would authorize the city to apply for a grant through the Washington State Recreation and Conservation Office for the restoration of sections of the Ship Harbor trail from the Washington State Ferry terminal and a boardwalk that were damaged during a king tide in 2022, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

- The importance of providing safe and accessible means for getting the public down to the viewing platform that protects surrounding critical areas.

Christine Cleland-McGrath moved, seconded by TJ Fantini, to approve Resolution 3206 as presented. The motion carried unanimously by voice vote.

Annual Stormwater Maintenance Plan

Stormwater Manager Aaron Esterholt introduced the 2026 Stormwater Maintenance Plan, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

- Moving vehicles for street sweeping.
- Mapping of the tree canopy and how it affects stormwater management.
- Handling of material collected during street sweeping operations.
- Determining where high risk outfalls are located.

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

Interlocal Agreement #20-198-APD-002 for Skagit County Multiple Agency Response Team (SMART) Contracted Administrator

Police Chief Dave Floyd introduced proposed interlocal agreement #20-198-APD-002 for funding the Skagit County Multiple Agency Response Team (SMART) Contracted Administrator. He provided a brief overview of

Anacortes City Council Minutes - March 23, 2026

how the response team came to be a required entity to independently investigate use of force incidents after the passage of [Initiative 940](#) in 2018. He outlined the structure of the team that includes lieutenants and captains from local law enforcement agencies in Skagit and Island counties. He added that the administrative burden has become increasingly onerous and requires a contracted administrator to comply with state requirements for training and vetting of new detectives, as well as providing information to state officials in the case of an audit. The total cost for the position is \$50,000 annually, shared equally across participating agencies, for which Anacortes' share is \$7,142.86. He added that the funds are available in the current year's budget.

Discussion topics included:

- Contracted administrator's duties are administrative in nature only. They do not participate in the investigations.

TJ Fantini moved, seconded by Bruce McDougall, to authorize the mayor to execute interlocal #20-198-APD-002 for Skagit County Multiple Agency Response Team (SMART) Contracted Administrator. The motion carried unanimously by voice vote.

Interlocal Agreement #26-127-AFD-001 with WA DOH for Overdose Data to Action in States (OD2A-S) Grant

Assistant Fire Chief Mannix McDonnell introduced proposed interlocal agreement #26-127-AFD-001 with the Washington State Department of Health for Overdose Data to Action in States (OD2A-S) Grant. He elaborated that this money is available to any community with a Washington Cares program, of which the total amount is \$19,576 with no match requirement. He added that the city must provide education, Narcan leave behind kits, and two reports due in June and September of the current year.

Discussion topics included:

- Ensure that funds would not be at risk if the Community Paramedic incumbent were to change prior to signing the agreement.
- Layered approach to treating the opioid epidemic.

Luke Currier moved, seconded by Marcia Hunt, to authorize the mayor to execute interlocal agreement #26-127-AFD-001 with the Washington State Department of Health for Overdose Data to Action in States (OD2A-S) grant. The motion carried unanimously by voice vote.

Wastewater Treatment Plant Alternatives Analysis

Wastewater Treatment Plant Manager Brian Walker introduced Gregory Mockos of Brown and Caldwell, who provided an overview of the Wastewater Treatment Plan alternatives analysis for handling biosolids, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

- Perhaps using technology that meets all staff goals except for the requirement not to require 24-hour staffing.
- Some options are standalone; others can be combined.
- Screened technologies that would fit on site or need to be accommodated off site.
- Timeline for technology implementation.
- Life span of the existing incinerator.
- Attributes of each technology option will be vague to preclude bias.
- Agencies are moving away from incinerators because of the cost of maintenance and permitting.
- \$4.6 million is a conservative estimate for upgrading the existing incinerator and based on maintenance

information from the past year.

- The city could be responsible for the cost if regulatory changes or community response to per- and polyfluoroalkyl substances (PFAS) being present in biosolids.
- Staff successfully modified the incinerator to comply with mercury and cadmium emission levels.
- The permitting process depends on the choice of new technology. A permitting specialist would be hired to identify the steps and produce a matrix.

Mayor Walters announced that there would be a project web page including the presentation in the packet, the future survey that the council would complete, and next steps in the process.

Adjournment

There being no further business, at approximately 8:07 pm, the Anacortes City Council meeting of March 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 April 6, 2026 City Council meeting:**
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
386993	11/30/2025	242725	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES WTP HVAC FAN REPAIR	\$ 368.70	dwtp
386967	12/31/2025	03/31/2026	BOYS & GIRLS CLUBS	FUNDING AGREEMENT - LUNCH PROGRAM - SEPT-DEC 2025	\$ 160.00	finance
386907	1/15/2026	0107919	FERGUSON ENTERPRISES, INC	MAINTENANCE SUPPLIES	\$ 2,547.54	dwwtp
386766	2/11/2026	045-553115	TYLER TECHNOLOGIES, INC	ENTERPRISE RESOURCE PLANNING SOFTWARE/IMPLEMENTATION SERVICES	\$ 3,062.80	finance
386842	2/11/2026	65231	SKAGIT PUBLISHING LLC	PUBLISH AA-714476	\$ 40.60	finance
386843	2/11/2026	65232	SKAGIT PUBLISHING LLC	PUBLISH AA-714500	\$ 129.92	plan
386844	2/11/2026	65233	SKAGIT PUBLISHING LLC	PUBLISH AA-714938	\$ 109.62	plan
386999	2/17/2026	RE 41 JZ2216 L012	WASHINGTON STATE DEPARTMENT	REVIEW OF COMMERCIAL AVE ENHANCEMENT PROJECT - SR20 MP50.59-51.87	\$ 1,714.40	pw1
386846	2/18/2026	65377	SKAGIT PUBLISHING LLC	PUBLISH AA-715728	\$ 125.86	plan
386848	2/18/2026	65378	SKAGIT PUBLISHING LLC	PUBLISH AA-715731	\$ 40.60	finance
386847	2/18/2026	65379	SKAGIT PUBLISHING LLC	PUBLISH AA-715737	\$ 40.60	finance
386849	2/18/2026	65380	SKAGIT PUBLISHING LLC	PUBLISH AA-716624	\$ 52.78	dwtp
386798	2/19/2026	965402906	MSA SAFETY SALES	SAFETY SUPPLIES	\$ 1,109.77	dwwtp
386715	2/20/2026	3829708	LIFE CARE CENTER, OF SKAGIT VALLEY	LTC COVERAGE - LEOFF 1, GERALD HEIN	\$ 23,961.00	hr
386797	2/23/2026	965409526	MSA SAFETY SALES	SAFETY SUPPLIES	\$ 23,318.51	dwwtp
386692	2/25/2026	65543	SKAGIT PUBLISHING LLC	PUBLISH AA-718175	\$ 40.60	finance
386850	2/25/2026	65544	SKAGIT PUBLISHING LLC	PUBLISH AA-718179	\$ 40.60	finance
386637	2/25/2026	65545	SKAGIT PUBLISHING LLC	PUBLISH AA-718185	\$ 52.78	dwtp
386768	2/28/2026	090087001-0226	KIMLEY-HORN AND ASSOCIATES, IN	PASS LAKE 10-INCH WATERMAIN REPLACEMENT PROJECT - DESIGN - THROUGH 2/28/26	\$ 8,360.00	pw1
386632	2/28/2026	2991	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - FEBRUARY 2026	\$ 450.34	pw1
386488	3/1/2026	5072854462	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES (2/1/26-2/28/26)	\$ 37.06	apd

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
386489	3/1/2026	5072855000	RICOH USA, INC	S/N C86138600 APD HALLWAY (12/01/25-2/28/26)	\$ 44.06	apd
386492	3/1/2026	JANUARY 2026	THE HUMANE SOCIETY OF	STRAY/ABANDONED INTAKES; FEB 2026	\$ 66.00	apd
386497	3/2/2026	6560726897	VESTIS SERVICES LLC	LAUNDRY SERVICE FOR WWTP	\$ 41.91	dwwtp
387000	3/4/2026	1200806597	HDR ENGINEERING, INC	WASTEWATER TREATMENT PLANT OUTFALL - CONSTRUCTION MANAGEMENT - 1/25/26-2/21/26	\$ 4,077.97	pw1
386509	3/5/2026	831559	BLADE CHEVROLET, INC	PART FOR VEHICLE #186	\$ 67.15	dshop
386693	3/9/2026	INV0027440	CORE & MAIN LP	LAB SUPPLY	\$ 340.24	dwwtp
386984	3/10/2026	7993	FLOORING CONNECTIONS	SENIOR ACTIVITY CENTER CARPET REPLACEMENT - POOL ROOM/FIRE SIDE SITTING AREA	\$ 17,573.47	pw1
386763	3/10/2026	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 3/19/26 - 4/18/26	\$ 144.10	dwwtp
386494	3/11/2026	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 2/7-2/28/26	\$ 1,934.65	apd
386575	3/11/2026	19980000004	CASCADE NATURAL GAS CORP.	703 R AVE 2/7-3/10/26	\$ 220.60	museum
386482	3/11/2026	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 2/7-3/10/26	\$ 605.71	parks1
386480	3/11/2026	304 713 4234 2	CASCADE NATURAL GAS CORP.	607 R AVE SERVICE DATES 2/7-3/10/26	\$ 24.38	parks1
386479	3/11/2026	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 2/7-3/10/26	\$ 549.48	parks1
386484	3/11/2026	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 2/7-3/10/26	\$ 20.82	parks1
386483	3/11/2026	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 2/7/26-3/10/26	\$ 21.65	parks1
386990	3/11/2026	8498 30 017 0464628	COMCAST	WA PARK INTERNET SERVICE	\$ 113.16	parks1
386576	3/11/2026	91280000000	CASCADE NATURAL GAS CORP.	MUSEUM: 2/7-3/10/26	\$ 448.98	museum
386481	3/11/2026	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 2/7/26-3/10/26	\$ 181.55	parks1
387003	3/11/2026	9352356418	GRAYBAR ELECTRIC COMPANY, INC	MAINTENANCE ON FIBER OPTIC ETHERNET SWITCHES	\$ 168.92	fiber
386493	3/12/2026	6560732688	VESTIS SERVICES LLC	APD NYLON MATS CLEANED	\$ 16.32	apd
386701	3/12/2026	9352381936	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC CABLE CLAMPS	\$ 674.56	fiber
386845	3/12/2026	PS-INV115278	WHITNEY EQUIPMENT CO INC	FREIGHT CHARGE FOR PUMPS	\$ 430.97	dwwtp
386486	3/12/2026	ReimbBurroughs168 682	BURROUGHS, JAMIE	PARKS STAFF PESTICIDE TRAINING AND LICENSE	\$ 75.00	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
386487	3/12/2026	ReimbChase 168683	CHASE, MICHAELA	PARKS STAFF PESTICIDE TRAINING AND LICENSE	\$ 75.00	parks1
386485	3/12/2026	ReimbJohnston 168682	JOHNSTON, NICOLE	PARKS STAFF PESTICIDE TRAINING AND LICENSE	\$ 75.00	parks1
386407	3/12/2026	Y601283	CORE & MAIN LP	WATER MAINTENANCE: DOUBLE CHECKS FOR TEMP WATER CONNECTIONS	\$ 4,293.63	wdist
386401	3/13/2026	5323557405	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 259.42	hr
386491	3/14/2026	00005W5A83116	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 3-14-26	\$ 14.71	apd
386510	3/14/2026	352450	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 841.87	dshop
386699	3/15/2026	0001955	CITY OF BURLINGTON	DARK FIBER & RACK FEE, MAR 2026	\$ 500.34	fiber
386707	3/15/2026	15286	NW COMMUNICATIONS, INC	REPAIR/REPROGRAM BASE RADIO & HEADSETS	\$ 625.60	medic
386404	3/15/2026	24056	HOME INSTEAD	HOME SERVICES - LEOFF 1 RETIREE. RICHARD COUSINS	\$ 1,080.00	hr
387001	3/16/2026	11047-02-26F	BERK CONSULTING, INC.	FIRE IMPACT FEE STUDY	\$ 3,370.00	medic
386703	3/16/2026	3/16/26	STORWICK, RICHARD	ANTIQUE ENGINE STORAGE - MARCH	\$ 190.00	medic
386633	3/16/2026	53835	SKAGIT FARMERS SUPPLY	ETHANOL FREE UNLEADED @ 17.3470 GAL	\$ 93.66	dwtpt
386498	3/16/2026	6560734583	VESTIS SERVICES LLC	LAUNDRY SERVICE FOR WWTP	\$ 41.91	dwwtp
386567	3/16/2026	INV00991162	USA BLUE BOOK	ORION ROSS ULTRA PH TRIODE	\$ 1,569.14	dwtpt
387004	3/16/2026	INV5650	LUMIFI CYBER INC	2026 FIREEYE RENEWAL FOR MAINTENANCE AND SUPPORT FEES - 3/22/26-3/21/27	\$ 8,096.02	infosys
386631	3/17/2026	14740	MACKAY SPOSITO	BEN ROOT SKATE PARK RESTROOM/PARKING LOT PROJECT: DESIGN - THROUGH 2/28/26	\$ 430.00	parks1
386623	3/17/2026	2085636	LIFE ASSIST, INC	ALCOHOL PREP, EKG PAPER, GLUCOMETERS.	\$ 1,407.05	medic
386916	3/17/2026	33368	IRONCLAD COMPANY	SUPPLIES FOR STREET DEPT	\$ 1,463.37	dshop
386705	3/17/2026	6560734949	VESTIS SERVICES LLC	STA 2 MAT/MOP SERVICE: 3/17	\$ 16.32	medic
386490	3/17/2026	INV3156030	COPIERS NORTHWEST, INC	APD CANNON COPIES 2/14-3/13/26	\$ 64.99	apd
386409	3/18/2026	032026	LATHAM, MARCUS	98221 GALLERY ART SALE	\$ 140.00	parks1
386714	3/18/2026	0542005-001	UNUM LIFE INS CO OF AMERICA	APRIL UNUM LONG TERM CARE INSURANCE	\$ 1,517.07	hr

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
386570	3/18/2026	1100006111	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW 2026-03-02	\$ 70.00	dwtp
386710	3/18/2026	110097320	PUGET SOUND ENERGY INC	UTILITY POLE ATTACHMENT FEE, 2026	\$ 13,804.14	fiber
386624	3/18/2026	2086094	LIFE ASSIST, INC	AA AND AAA BATTERIES	\$ 280.44	medic
386406	3/18/2026	2501321	T-SHIRTS BY DESIGN	ADULT BASKETBALL LEAGUE JERSEYS	\$ 685.44	pkrec
386408	3/18/2026	26-4245065	WSLEA	WSLEA 2026 CONFERENCE REGISTRATION - LEOFF 1 EDUCATION, KARLEFF W	\$ 695.00	hr
386568	3/18/2026	395051A	BAY CITY SUPPLY	CASE OF SCOTT SHOP TOWELS	\$ 105.17	dwtp
386626	3/19/2026	0002645131	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 129.37	medic
386641	3/19/2026	0019525-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP	\$ 962.23	dshop
386767	3/19/2026	045-556262	TYLER TECHNOLOGIES, INC	ENTERPRISE RESOURCE PLANNING SOFTWARE/IMPLEMENTATION SERVICES	\$ 1,837.68	finance
386571	3/19/2026	1100006148	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR NORTH 2026-03-03	\$ 154.00	dwtp
386625	3/19/2026	2086083	LIFE ASSIST, INC	PAPER TAPE	\$ 10.51	medic
386755	3/19/2026	287334328849X0327 202	AT&T MOBILITY, LLC	City Cell Phones 2/20-3/19/26	\$ 2,195.39	finance
386756	3/19/2026	287334328875X0327 202	AT&T MOBILITY, LLC	City Cell Phones 2/20-3/19/26	\$ 1,884.45	finance
386986	3/19/2026	29479549	EWING IRRIGATION PRODUCTS, INC	PARKS MAINTENANCE SUPPLIES	\$ 111.12	parks1
386708	3/19/2026	359709	BAY CITY SUPPLY	STATION SUPPLIES	\$ 199.51	medic
386504	3/19/2026	394185	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 214.56	pwfac
386503	3/19/2026	395630	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 344.68	pwfac
386629	3/19/2026	6560736398	VESTIS SERVICES LLC	APD NYLON MATS CLEANED	\$ 16.32	apd
386505	3/19/2026	6560736403	VESTIS SERVICES LLC	OPS & PARKS LAUNDRY SERVICE	\$ 80.46	dshop
386572	3/19/2026	90371519	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE PO 26-127	\$ 7,530.44	dwtp
386573	3/19/2026	I7261241	HD FOWLER COMPANY INC	WATER MAINTENANCE: LOCATE PAINT	\$ 506.05	wdist
386694	3/19/2026	INV0027923	CORE & MAIN LP	LAB SUPPLY	\$ 247.61	dwtp
386478	3/19/2026	INV3157177	COPIERS NORTHWEST, INC	S/N 2YJ30356 LIBRARY FL1 TECH SERVICES COPIER 2/18-3/17/26	\$ 97.99	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
386500	3/19/2026	LTAC.2025.Museum	ANACORTES MUSEUM FOUNDATION	MUSEUM FOUNDATION 2025 LTAC PAYMENT	\$ 3,000.00	plan
386495	3/19/2026	LTAC.2026.005	ANACORTES FARMERS MARKET	LTAC 2026 FARMERS MARKET	\$ 1,372.88	plan
386496	3/19/2026	LTAC.2026.008	ANACORTES ARTS FOUNDATION	LTAC 2026 EARTH DAY REIMBURSEMENT	\$ 1,406.00	plan
386501	3/20/2026	0019128-IN	NELSON-REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 635.14	dwwtp
386634	3/20/2026	1100006318	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR SOUTH 2026-03-09	\$ 154.00	dwwtp
386635	3/20/2026	1100006329	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED 2026-03-09	\$ 22.00	dwwtp
386976	3/20/2026	1604	SKAGIT SHOOTING RANGE, LLC	RANGE DAY	\$ 625.03	apd
386709	3/20/2026	170773	SUMMIT LAW GROUP, PLLC	POLICE LABOR RELATIONS	\$ 190.00	hr
386628	3/20/2026	1916	FIDALGO CLEANING	APD CLEANING & SUPPLIES 3/9-3/22/26	\$ 905.00	apd
386502	3/20/2026	2026-BA0020257	DEPARTMENT OF ECOLOGY	BIOSOLIDS ANNUAL PERMIT FEE	\$ 1,136.34	dwwtp
386995	3/20/2026	342	RAW LAND CONSTRUCTION LLC	2026 WATER PIPELINE REPLACEMENTS - JURA LANE	\$ 66,912.00	pw1
386972	3/20/2026	6139082036	VERIZON WIRELESS	SCADA COMMUNICATIONS PUMP STATIONS ACCT 842100373-00001	\$ 1,398.86	dwwtp
386706	3/20/2026	6560737100	VESTIS SERVICES LLC	STA 3 MAT/MOP SERVICE: 3/20	\$ 16.32	medic
386801	3/20/2026	9849283586	GRAINGER	MAINTENANCE SUPPLIES	\$ 226.96	dwwtp
386627	3/21/2026	00005W5A83126	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 3-21-26	\$ 15.05	apd
386915	3/21/2026	352927	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 1,830.64	dshop
386757	3/21/2026	352954	LAKESIDE INDUSTRIES, INC.	WD: RESTOCK BACK BINS	\$ 344.57	wdist
386965	3/22/2026	1023	BLUE COW CARWASH	Q4 CAR WASHES (2025)	\$ 480.00	dshop
386695	3/23/2026	1100006440	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED 2026-03-16	\$ 22.00	dwwtp
386696	3/23/2026	1100006447	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR NORTH 2026-03-17	\$ 154.00	dwwtp
386697	3/23/2026	114-14209589	UNITED SITE SERVICES, INC	AVON ALLEN RD + SR 536 - 2/22/26 - 3/21/26	\$ 118.09	dwwtp
386991	3/23/2026	14064	FILEONQ	EVIDENCEONQ - EVIDENCE MANAGEMENT SOFTWARE IMPLEMENTATION	\$ 8,656.13	apd
386989	3/23/2026	29527909	EWING IRRIGATION PRODUCTS, INC	PARKS MAINTENANCE SUPPLIES	\$ 43.48	parks1
386702	3/23/2026	381267	HAM, JAY	REIMBURSE FOR 2 BATTERIES FOR CERT	\$ 242.44	medic
386698	3/23/2026	395051B	BAY CITY SUPPLY	CLEANING SUPPLY	\$ 64.03	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
386969	3/23/2026	625818	KUSTOM SIGNALS INC	RADAR REMOTE UNIT	\$ 293.76	apd
386796	3/23/2026	6560737809	VESTIS SERVICES LLC	LAUNDRY SERVICE FOR WWTP	\$ 41.91	dwwtp
386761	3/24/2026	1100006509	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW 2026-03-09	\$ 70.00	dwwtp
386758	3/24/2026	14929146	HACH COMPANY	WD: PARTS FOR FLUORIDE SAMPLER PO 26-132	\$ 289.07	wdist
386992	3/24/2026	29544558	EWING IRRIGATION PRODUCTS, INC	PARKS MAINTENANCE SUPPLIES	\$ 37.73	parks1
386760	3/24/2026	35756	AD SPECIALTIES & PROMOTIONS	PUB ED/CROSS CONNECTION SUPPLY	\$ 248.69	dwwtp
386762	3/24/2026	395614	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 284.89	pwwfac
386927	3/24/2026	5080	SKAGIT 911	2ND QTR RADIO INFRASTRUCTURE FEES	\$ 4,959.51	medic
386981	3/24/2026	5081	SKAGIT 911	2ND INSTALLMENT FOR 2026	\$ 99,284.60	apd
386716	3/24/2026	5325594006	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 283.83	hr
386704	3/24/2026	56309	ZUMAR INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 614.72	dshop
386769	3/24/2026	639346	HUGHES FIRE EQUIPMENT, INC.	PART FOR VEHICLE #220	\$ 192.37	dshop
386759	3/24/2026	INV00999579	USA BLUE BOOK	BLUE HERON LAB SUPPLIES	\$ 813.65	dwwtp
386980	3/25/2026	11071-2	ANACORTES TOWING, LLC	TOWING; APD CASE 26-A01519	\$ 169.73	apd
386921	3/25/2026	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY 2/726 - 3/11/26	\$ 605.21	dwwtp
386929	3/25/2026	26-3273	NORTHWEST SAFETY CLEAN	REPAIR PPE	\$ 151.93	medic
386804	3/25/2026	6002817607	ENDRESS + HAUSER, INC	SEGMENT DISPLAY + BLUETOOTH VU101 PO 26-117	\$ 596.17	dwwtp
386802	3/26/2026	26947	INDUSTRIAL RESOURCES, INC.	OUTSIDE SERVICE FABRICATION	\$ 1,478.96	dwwtp
386914	3/26/2026	395342	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 262.18	pwwfac
386912	3/26/2026	396121	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 447.82	pwwfac
386922	3/26/2026	53773457	UNIVAR USA INC	SODIUM HYDROXIDE (CAUSTIC) PO 26-131	\$ 6,633.13	dwwtp
386978	3/26/2026	6560740047	VESTIS SERVICES LLC	APD NYLON MATS CLEANED	\$ 16.32	apd
386917	3/26/2026	6560740052	VESTIS SERVICES LLC	OPS MAT CLEANING	\$ 62.34	dshop
386918	3/26/2026	6560740053	VESTIS SERVICES LLC	OPS & PARKS LAUNDRY SERVICE	\$ 80.46	dshop
386977	3/26/2026	731151364	WASHINGTON STATE DEPARTMENT	INFRACTION TICKET BOOKS	\$ 899.84	apd
386926	3/26/2026	74668575217	CARDINAL HEALTH 110, INC.	PHARMA: FENTANYL	\$ 148.00	medic
386923	3/26/2026	992525	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE PO 26-130	\$ 7,897.15	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
386975	3/26/2026	Pay App 20	SUMMITX CONTRACTORS, INC	EDA FIBER EXPANSION - CONSTRUCTION	\$ 54,285.49	fiber
386983	3/27/2026	1081974	USA DEBUSK, LLC	WWTP INCINERATOR SAND REMOVAL - MARCH 2026 MAINTENANCE SHUTDOWN	\$ 2,684.83	dwwtp
386906	3/27/2026	1100006739	EUROFINS ENVIRONMENT TESTING	INFLUENT MONTHLY NUTRIENTS	\$ 44.65	dwwtp
386913	3/27/2026	14934474	HACH COMPANY	WD: BATTERY FOR POTABLE UNIT PO 26-132	\$ 483.07	wdist
386924	3/27/2026	1883869	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$ 335.50	dwwtp
386909	3/27/2026	2026100103700	THATCHER COMPANY OF MONTANA	PUMP STATION CHEMICALS	\$ 13,781.26	dwwtp
386905	3/27/2026	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/1-1/30/26	\$ 85.41	dshop
386910	3/27/2026	916268	PACIFIC LAMP & SUPPLY COMPANY	SUPPLIES FOR FACILITIES	\$ 705.60	pwwfac
386998	3/27/2026	SI730564	DLT SOLUTIONS, LLC	AUTODESK SOFTWARE - 4/20/26-4/19/27	\$ 17,586.14	infosys
386979	3/28/2026	00005W5A83136	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 3-28-26	\$ 92.26	apd
386970	3/28/2026	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 3/28-4/27/26	\$ 107.14	apd
386971	3/28/2026	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 3/28-4/27/26	\$ 96.96	apd
386964	3/30/2026	#3	LAW OFFICE OF SCOTT G THOMAS	HEARING EXAMINER SERVICES	\$ 3,600.00	legal
386903	3/30/2026	1100006737	EUROFINS ENVIRONMENT TESTING	LAB TESTING - EFFLUENT MONTHLY	\$ 108.57	dwwtp
386904	3/30/2026	1100006738	EUROFINS ENVIRONMENT TESTING	LAB TESTING - SIDE STREAM MONTHLY	\$ 44.65	dwwtp
387007	3/30/2026	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/31-3/2/26	\$ 12,058.74	dshop
387006	3/30/2026	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 2/6-3/6/26	\$ 137.21	dshop
387005	3/30/2026	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS:2/27-3/30/26	\$ 56.08	dshop
386908	3/30/2026	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 3/28-4/27/26	\$ 99.52	finance
386911	3/30/2026	360-299-0973-1017915	ZIPLY FIBER	WWTP & APD LAND LINE	\$ 551.20	dwwtp
386973	3/30/2026	6560741425	VESTIS SERVICES LLC	LAUNDRY SERVICES FOR WWTP	\$ 44.09	dwwtp
386925	3/30/2026	7466494251	CARDINAL HEALTH 110, INC.	PHARMA: ONDANSETRON	\$ 21.69	medic
386985	3/31/2026	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 3/28-4/27/26	\$ 75.31	publib

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
386974	3/31/2026	CD_001394646	RINGCENTRAL INC	RINGCENTRAL VOIP SOFTWARE TELEPHONE SYSTEM - 3/28/25 - 4/27/26	\$ 4,510.78	infosys
386982	3/31/2026	IN968540	NOANET	DEDICATED INTERNET ACCESS - MARCH 2026	\$ 4,310.00	fiber
	Total				\$ 484,674.47	



City Council Agenda Bill

April 6, 2026

Action Type: Contract Award

Item: 6.d.

Title: Contract Award: Ben Root Skate Park Restroom & Parking Lot Project - CXT Unit #25-136-PRK-003

Staff Contact(s): Jonn Lunsford, Bob Vaux

Approved for Submittal to Council by:

Tiffany Matson
Jonn Lunsford

Summary: City staff seeks City Council consent to award a contract in the amount of \$188,577.77 to CXT, Inc. for the purchase and delivery of a CXT prefabricated bathroom unit for the Ben Root Skate Park Restroom & Parking Lot Project. The contract piggybacks on Sourcewell Master Agreement #052725/Washington State Contract 06025.

Background:

1. History: We are now a few years into a very successful skate park upgrade that included a community designed bowl refresh along with a pump track. We will be adding a much needed parking lot and restroom in the next several months.
2. Key Terms:
 - Total contract price of \$188,577.77 which includes \$15,411.77 in sales tax.
3. Competitive Bidding: The City has a cooperative purchasing agreement with Washington State DES and Sourcewell and is procuring this work through Master Agreement # [052725](#)/Washington State Contract [06025](#).

Budget Impact:

Contractor	CXT, Inc.
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Contract Amount	\$188,577.77
Earmarked Funds	\$700,000
In CFP?	Yes
Funding Source	Fund Balance/Reserve
BARS #	108.410.594.76.60
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/2026

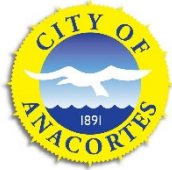
Previous Action: At the [5/5/2025](#) meeting Council approved contract [25-136-PRK-001](#) with MacKay Sposito to provide design services for the project. Council approved the funding for this project when the existing Tommy Thompson Parkway RR and the corresponding "R" Ave ROW was sold to MJB. Council also requested that we look into an alternative restroom design. That was done and it was determined that the CXT would best serve our purposes for this project.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-136-PRK-003 with CXT, Inc. in the amount of \$188,577.77 for the Ben Root Skate Park Restroom & Parking Lot Project - CXT Unit.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 25-136-PRK-003



CONTRACT #25-136-PRK-003
AGREEMENT WITH
CXT, INC.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and CXT, Inc., a private contractor at 606 N. Pines, Suite 202, Spokane Valley, WA 99206 (herein after referred to as "Contractor").

PROJECT
**BEN ROOT SKATE PARK RESTROOM & PARKING LOT PROJECT
- CXT UNIT**

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to provide and deliver one DAKOTA CXT prefabricated restroom unit to the Ben Root Skate Park, 2313 R Avenue, Anacortes, WA 98221. Delivery includes placement by crane. The prefabricated restroom shall meet the specifications detailed in Exhibit A, which is attached hereto and incorporated by reference.
2. **Cooperative Purchasing.** The work on this project shall be accomplished in accordance with Sourcewell Master Agreement #052725/Washington State Contract 06025 and all contract amendments, which are incorporated by reference.
3. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **One Hundred Eighty-Eight Thousand Five Hundred Seventy-Seven Dollars and Seventy-Seven Cents (\$188,577.77)**, which includes \$15,411.77 sales tax at an 8.9% rate. This includes all mobilization, demobilization, labor, materials, standard freight, and administrative overhead 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.
4. **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.
5. **Time of Completion:** The Contractor shall complete the work by December 31, 2026, as scheduled with the City's Project Manager.
6. **Project Management:** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Bob Vaux (360) 588-8233.
7. **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.
8. **Contract Documents:** The attached General Provisions, Exhibit A, and Sourcewell Master Agreement #052725/Washington State Contract 06025 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:

CXT, Inc.

Title

Date

Contractor License #

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

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

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

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

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

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

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

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

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

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

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

- a. Statements of Intent to Pay Prevailing Wages and Affidavits of Wages paid for the final correct contract amount are approved and on file with L&I for the Contractor and any subcontractors.
- b. All liens placed against the project have been released.
- c. For projects over \$35,000, releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries have been received.

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

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

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

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

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

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

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

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

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

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

9. Job Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any work under the Contract and for the handling and disposal of all hazardous wastes. Industry standards

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

10. Chemical Hazard Safety

- A. **Employer Chemical Hazard Communication Rule:** WAC 296-800-170 requires all employers in Washington State to inform and train their employees on the hazards of chemicals in the workplace or in foreseeable emergencies. For purposes of performance under this Contract, any toxic substance that may be harmful to the end user while being used or stored on City property must:
- i. Be properly labeled with the: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party.
 - ii. Be accompanied by a Safety Data Sheet (SDS) which shall be provided to the City Project Manager, or designee. Copies of the Contractor's SDS inventory shall also be located where chemicals are stored.
- B. Contractor shall not introduce or use any new product without the express written permission of the City Project Manager. Contractor shall request permission to use new substances by providing an SDS sheet or label data for all proposed chemicals, and an explanation as to the purpose of the chemical application, method of application, and intended schedule of application. If new products are approved for use, then they shall be:
- i. Restricted in their applications so as to meet current and local law;
 - ii. Mixed and otherwise handled where an accidental spill will not enter surface or ground water and will not contaminate the soil.
- C. In any emergency affecting the safety of persons or property, Contractor shall act, at their discretion, to prevent threatened injury, damage, or loss. The City's Project Manager has full authority to stop work they deem a safety risk.

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

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

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

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

15. Inspection.

A. **Of the Work:** All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the

Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

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

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

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

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

19. Insurance.

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

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

21. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$4,000 or more in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

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

25. The City's Right to Terminate Agreement.

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

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

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

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

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

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

30. Disputes

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

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

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

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

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

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

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

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

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

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

CITY:

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

CONTRACTOR:

CXT, Inc.
Todd Weger
606 N. Pines Road, Suite 202
Spokane Valley, WA, 99206
tweger@lbfoster.com

APPENDIX A

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

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

APPENDIX E

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

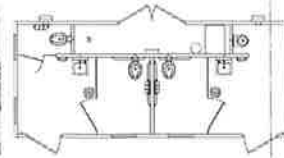
Pertinent Non-Discrimination Authorities:

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

EXHIBIT A

DAKOTA — 11' x 26'

Dakota with chase has two multiuser fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.



WA Master Contract No: 02620		Price Per Unit	
Base Price		\$ 109,566.00	\$ 109,566.00
Added Cost Options		Click to Select	
Final Connection to Utilities		\$ 7,000.00	7,000.00
Optional Wall Texture- choose one ☐ Split Face Block (\$6,500) ☐ Custom Texture (\$8,500)		Reset Wall Texture	
Optional Roof Texture ☐ Ribbed Metal		\$ 6,500.00	0.00
Individual User Option		\$ 27,500.00	0.00
Stainless Steel Water Closet (each)	Qty: 3	\$ 2,500.00	7,500.00
Stainless Steel Lavatory (each)	Qty: 2	\$ 1,750.00	3,500.00
Stainless Steel Urinal (each)	Qty: 1	\$ 2,500.00	2,500.00
Electric Hand Dryer (each)	Qty: 2	\$ 1,000.00	2,000.00
Electronic Flush Valve (each)	Qty: 3	\$ 1,500.00	4,500.00
Electronic Lavatory Faucet (each)	Qty: 2	\$ 1,500.00	3,000.00
Electronic Urinal Valve (each)	Qty: 1	\$ 1,500.00	1,500.00
Paper Towel Dispenser (each)	Qty: 2	\$ 350.00	0.00
Toilet Seat Cover Dispenser (each)	Qty: 3	\$ 350.00	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	\$ 150.00	300.00
Baby Changing Table (each)	Qty: 2	\$ 1,100.00	0.00
Marine Grade Skylight in Restroom (each)	Qty: 2	\$ 1,800.00	0.00
Marine Package (excluding fiberglass doors and frames)		\$ 4,500.00	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	\$ 6,500.00	0.00
Exterior Mounted ADA Drinking Fountain w/Bottle Filler (each)	Qty: 1	\$ 8,500.00	0.00
2K Anti-Graffiti Coating		\$ 5,000.00	0.00
Optional Door Closure (each)	Qty: 2	\$ 850.00	1,700.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 4	\$ 5,300.00	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	\$ 2,500.00	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	\$ 1,200.00	0.00
Total for Added Cost Options:		\$	33,500.00
Custom Options: Extra Crane 8 HR Min \$5,000		\$	5,000.00
Engineering and State Fees:		\$	8,200.00
Estimated One-Way Transportation Costs to Site (quote):		\$	16,900.00
Estimated Tax:		\$	
Total Cost per Unit Placed at Job Site:		\$	173,166.00



This price quote is good for 60 days from date below, and is accurate and complete.

Todd Weger

CXT Sales Representative

Digitally signed by
Todd Weger
Date: 2026.03.11
13:43:52 -07'00'

Date

I accept this quote. Please process this order.

Company Name

Signer's Name
(please type or print)

Company Representative

Date

OPTIONS

Exterior Color(s) (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

☐ Amber Rose	☐ Berry Mauve	☐ Buckskin	☐ Cappuccino Cream
☒ Charcoal Gray	☐ Cocoa Milk	☐ Evergreen	☐ Georgia Brick
☐ Golden Beige	☐ Granite Rock	☐ Hunter Green	☐ Java Brown
☐ Liberty Tan	☐ Malibu Taupe	☐ Mocha Caramel	☐ Natural Honey
☐ Nuss Brown	☐ Oatmeal Buff	☐ Pueblo Gold	☐ Raven Black
☐ Rich Earth	☐ Rosewood	☐ Sage Green	☐ Salsa Red
☐ Sand Beige	☐ Sun Bronze	☐ Toasted Almond	☐ Western Wheat

Special roof color # _____ Special wall color # _____

Special trim color # _____

Use an X to mark options.

Rock Color (*If option is not available verify custom wall option is selected on previous page.)

☐ Basalt* ☐ Mountain Blend* ☐ Natural Gray* ☐ Romana*

Roof Texture (*If option is not available verify optional roof texture option is selected on previous page.)

☐ Ribbed Metal* ☒ Cedar Shake

Wall Texture(s) (For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)

(*If option is not available verify custom wall texture option is selected on previous page.)

☐ Split Face Block* ☐ Horizontal Lap* ☐ Board & Batt* ☐ Stucco*

☐ Brick* ☐ Distressed Wood** ☒ Barnwood

Rock Wall Texture (bottom texture only)

(*If option is not available verify custom wall option is selected on previous page.)

☐ Napa Valley* ☐ River Rock* ☐ Flagstone* ☐ Stacked Rock**

*Textures not included in CXT's quote are additional cost.

Door Opener

☐ Non-locking ADA Handle ☐ Privacy ADA Latch ☐ Pull Handle/Push Plate

Deadbolt ☐

Accessible Signage

☒ Men ☒ Women ☐ Unisex

Toilet Paper Holder

☐ 2-Roll Stainless Steel ☒ 3-Roll Stainless Steel

Notes:

SINGLE DOOR FOR UTILITY SPACE
DO NOT INSTALL ANY DOOR HARDWARE
ELECTRIC TANKLESS WATER HEATER



800.696.5766
cxtinc.com



City Council Agenda Bill

April 6, 2026

Action Type: Contract Award

Item: 7.a.

Title: 2027-2032 Residential Recyclables and Residential Organics Collection #27-001-SAN-001

Staff Contact(s): Logan Lee

Approved for Submittal to Council by:

Greg Francioch
Tiffany Matson
Logan Lee

Summary: City staff seeks City Council consent to award a contract to Waste Management of Washington, Inc. (WM) to provide Residential Recyclables and Residential Organics Collection from 2027 to 2032. This Contract will replace the prior 13-year contract we have with WM. It was in both parties' interest to remain in a partnership and keep consistent service to the citizens of the City of Anacortes. This new contract is for 5 years with 2 mutual 2-year extension options.

Background:

1. **History:** Current contract was for a 10-year initial term with 2 extensions and ends June 30th, 2027.
2. **Key Terms:**
 - The initial contract term starts July 1, 2027 and goes through June 30, 2032.
 - The City and WM may mutually agree in writing to extend the contract for up to 2 additional 2-year terms. Any extension granted shall be under the original terms and conditions of this contract or as the contract may have been amended at the time of the extension.
3. **Competitive Bidding:** This work is considered a purchased service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Contractor	Waste Management of Washington, Inc.
Funding Source	Rates/User Fees & Operating Budget
Earmarked Funds	Will be provided for in the 2027 budget
BARS #	450.780.537.20.47
Budget Amendment Required?	No
Start Date	July 1, 2027
End Date	June 30, 2032

Previous Action: At previous meetings, city staff were given direction by Council to proceed with direct negotiations with WM for services.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 27-001-SAN-001 with Waste Management of Washington, Inc. to provide Residential Recyclables and Residential Organics Collection from 2027 to 2032.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Public Comment - Bradford Thompson - Waste Management Renewal
2. 27-001-SAN-001
3. WM contract Slide Presentation

From: [Bradford Thompson](#)
To: [CityClerk](#)
Subject: Waste management renewal
Date: Tuesday, March 24, 2026 12:54:02 AM

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

Good morning Everyone just inquiring About City of ANACORTES LOWERing The contract Costs by at least \$60,000 a year ..Waste management is now charging SKAGIT COUNTY COMMISSIONIERS \$60,000 YEAR BY TRUCKS TO SEATTLE (WHICH IS DANGEROUS TO OUR I-5 CARS DRIVERS. CITY OF ANACORTES AND SKAGIT COUNTY COULD SAVE \$120,000 BOTH A YEAR BY TRANSLOADS AT BNSF TRANSLOADS FACILITIES AT WHITNEY WASHINGTON ..NEX TO THE SKAGIT TRANSFER STATION

RECYCLABLES AND ORGANICS CONTRACT #27-001-SAN-001
CITY OF ANACORTES AND
WASTE MANAGEMENT OF WASHINGTON, INC.

JULY 1, 2027 – JUNE 30, 2032

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Attachments

- A. City Service Area
- B. Contractor Rates
- C. Accepted Recyclables and Organics

This Recyclables and Organics Contract (hereafter, "Contract") is made and entered into this _____ (hereafter the "Date of Execution"), by and between the City of Anacortes, a municipal corporation (hereafter, the "City"), and Waste Management of Washington, Inc., a Washington corporation (hereafter, the "Contractor") to provide for the collection of Residential Recyclables and Residential Organics from Customers located within the City Service Area. (Each capitalized term is hereinafter defined.) The parties, in consideration of the promises, representations, and warranties contained herein, agree as follows:

RECITALS

WHEREAS the Contractor represents and warrants that it has the experience, resources, and expertise necessary to perform the services described in this Contract and included below; and

WHEREAS the City desires to enter this Contract with the Contractor for the services described herein and included below;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, the City and Contractor do hereby agree as follows:

AGREEMENT

1. DEFINITIONS

Cart: A Contractor-provided 35-, 64-, or 96-gallon wheeled receptacle with attached lid suitable for collection, storage, and Curbside placement of Recyclables or Organics. Carts shall be rodent and insect resistant.

Change of Control: Any sale, merger, policy of assets, the issuance of new shares, any change in the voting rights of existing shareholders, or other change in ownership that transfers 25% or more of the beneficial interest therein from one entity to another. Provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract shall not constitute a Change in Control.

City: The City of Anacortes, Skagit County Washington. As used in the Contract, use of the term "City" may include reference to the Mayor, or his/her representative designated in writing.

City Service Area: The initial service area boundaries are the corporate boundaries of the City, indicated in Attachment A as of the Date of Commencement of Service, and as revised from time to time in accordance with Section 4.2.

Container: Any Cart or Detachable Container used in the performance of this Contract.

Contamination or Contaminated: Materials placed in a Recyclables Container other than Recyclables, or material placed in an Organics Container other than Organics. Contamination includes improperly prepared Recyclables and/or Organics, and the Excluded Materials listed in Attachment C. A Container is deemed Contaminated when, based upon physical or electronic visual inspection by Contractor, more than ten percent (10%) of inappropriate materials are present in a Container.

Contractor: Waste Management of Washington, Inc., which has contracted with the City to collect, process, market, and transport Recyclables and Organics as set forth herein.

Corporation, Corporate and Incorporated: These terms shall include and refer to corporations, limited liability companies, limited partnerships, general partnerships and sole proprietor ships and any other entities which may authorized by Washington law and with are duly registered and/or licensed by the state of Washington and possess a current UBI issued by the state of Washington.

County: Skagit County in Washington State.

Curb or Curbside: Refers to the Customers' property, within approximately five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways, or on-street parking.

Customer: All users of the services provided by the Contractor as contained herein, including property owners, property managers, and tenants.

Date of Commencement of Service: The date July 1, 2027, which is when the Contractor agrees to commence the provision of collection and other services as described throughout this Contract.

Date of Execution: The date that this Contract is executed by the last to sign of all signatories.

Detachable Container: A watertight metal or plastic receptacle, equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity. Also referred to as a dumpster.

Driveway: Any privately-owned and maintained way that connects a Residence or parking area/garage/carport with a Private Road or Public Street.

Excess Material: Recyclables or Organics that do not fit in the Customer's primary Container, such that the Container lid is lifted by at least six (6) inches or if Recyclables or Organics are placed on top of or in the immediate vicinity of the Container.

Food Scraps: All compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the Contractor's selected composting site. Food Scraps shall not include dead animals, plastics, diapers, kitty litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility. The range of materials handled by the Organics collection program may be changed from time to time upon the approval of the City to reflect those materials allowed by the County or State Health Department for the frequency of collection provided by the Contractor.

Garbage: All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, dead small animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that ate placed by Customers in appropriate Containers, bags, or other receptacles for collection and disposal by the Contractor. Needles or "sharps" used for the administration of medication are included in the definition of Garbage, provided that they are placed within a sealed secure container as agreed upon by the City and the Contractor. The term Garbage shall not include Hazardous Wastes, Source-separated Recyclables, or Source-separated Organics.

Hazardous Waste: Any hazardous, toxic, or dangerous waste, substance, or material, or contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local, state, or federal law, statute,

code, ordinance, rule, regulation, guideline, decree, or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;
- B. Defined as dangerous or extremely hazardous by WAC 173-303-040 and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70A.300 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70A.300 RCW; and
- C. Any substance that comes within the scope of this definition after the Effective Date of this Contract.

Multifamily Complex: Any multiple-unit Residence with multiple attached or unattached units billed collectively for Garbage collection service.

On-call: The provision of specified services only upon direct telephone, written, or e-mailed request of the Customer to the Contractor.

Organics: Yard Debris and Food Scraps separately or combined as defined in this Section 1 and listed in Attachment C.

Private Road: Any privately-owned and maintained way that allows for access by a service vehicle and that serves multiple Residences.

Public Street: Any public right-of-way used for public travel, including public alleys.

Recycling: Preparation, collection, transport, processing, and marketing of Recyclables.

Recyclables: The materials designated as being part of the Residential Recycling collection program, as listed in Attachment C.

Residence/Residential: Any living space with a kitchen that is individually rented, leased, or owner - occupied.

Scrap Metals: Ferrous and non-ferrous metals not to exceed two (2) feet in any dimension and thirty-five (35) pounds in weight per piece.

Single-Family Residence: All one-unit houses, duplexes, triplexes, fourplexes, and mobile homes where each unit is billed individually and located on a Public Street or Private Road.

Skagit County Disposal System: The areas owned, leased, or controlled by Skagit County, Washington for the disposal of Garbage, or such other site as may be authorized by the current Skagit County Comprehensive Solid Waste Management Plan.

Source-separated: Certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including but not limited to Recyclables, Yard Debris, Food Scraps, and other materials.

Strike Contingency Plan: The plan that the Contractor will develop pursuant to Section 4.18 of this Contract.

WUTC: The Washington Utilities and Transportation Commission.

Yard Debris: Leaves, grass, and clippings of woody, as well as fleshy plants. Materials larger than four (4) inches in diameter or four (4) feet in length, or weighing more than 65 pounds, are excluded. Bundles of Yard Debris up to two (2) feet in diameter shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked whole Christmas trees cut to less than six (6) feet in height and seven (7) inches in width are acceptable.

2. TERM OF CONTRACT

The Term of this Contract is five (5) years, starting on the Date of Commencement of Services. The City and Contractor may mutually agree in writing to extend the Contract for up to two (2) additional two (2) year terms. Any extension granted shall be under the original terms and conditions of this Contract or as the Contract may have been amended at the time of the extension. If either party wishes to extend this Contract, written notice shall be given to the other party not less than fifteen (15) months prior to the expiration of the existing Contract term. After receipt of such notice the parties shall promptly meet and confer to discuss the request for extension.

3. CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

- A. *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good standing under the laws of the state of Washington and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- B. *Authority.* The Contractor has the authority to execute this Contract, to make the representations and warranties set forth in it, and to perform the obligations of the Contractor under this Contract in accordance with its terms. This Contract has been validly executed by an authorized representative of the Contractor and constitutes a valid and legally binding and enforceable obligation of Contractor.
- C. *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior to the Date of Commencement of Service any such licenses, permits, and other authorizations from federal, state, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- D. *Compliance With Laws.* The Contractor is not in violation of any applicable laws, ordinances, or regulations, which may impact the Contractor's ability to perform its obligations under this Contract or which may have any impact whatsoever on the City. The Contractor is not subject to any order or judgment of any court, tribunal, or

governmental agency that impacts its operations or assets or its ability to perform its obligations under this Contract.

- E. *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, at any time contain or will contain untrue statements of a material fact or omissions of material facts.
- F. *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the City Service Area it is aware of the present placement and location of all Containers. The Contractor represents and warrants that it is capable of continuing to collect all Containers from their present locations, and that it is capable of providing service to and collection of Containers in any areas of the City Service Area that may be built out or developed during the term of this Contract.

4. GENERAL SERVICE REQUIREMENTS

4.1 City Service Area

The Contractor shall provide all services pursuant to this Contract throughout the entire City Service Area. The City Service Area as of the Effective Date of this Contract is as shown on Attachment A.

4.2 Annexation

If, during the term of the Contract, additional territory is added to the City through annexation or other means within which the Contractor has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Contractor shall, from the date of annexation, make collection in the annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract or at current WUTC rates, at the sole discretion of Contractor.

This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that its WUTC certificate applicable to those areas shall be cancelled effective on the date of annexation by the City. The Contractor expressly waives and releases its right to claim any and all damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory. The term during which the Contractor shall service any future annexation areas shall be ten (10) years from the date of annexation, notwithstanding the term set forth in Section 2 of this Contract.

If, during the term of the Contract, additional territory is added to the City through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, upon written notification from the City, the Contractor agrees to make collections in such annexed areas in accordance with the provisions of this Contract at the unit price set forth in this Contract. The City will indemnify, hold harmless and defend the Contractor from any and all claims, actions, suits, liability, loss, costs, expenses and damages, including costs

and attorney fees arising out of the Contractor's service in such annexed territory under this Contract.

In the event that additional territory is added to the Contract Service Area, the City shall grant the Contractor a reasonable period of time for acquire equipment, such as Contract-compliant vehicles and Containers ("Grace Period"). In the event that Contractor encounters reasonable delays in the provision of services to annexed areas covered by this section due to procurement delays that are not within the control of the Contractor, the Grace Period shall be extended to allow there for.

4.3 Service to Residences on Private Roads and Driveways

The Contractor shall provide service to all Residences at the same location as Garbage service is provided by the City, except as noted in this section.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service on Driveways for Single-Family Residence Customers is impractical due to distance or unsafe conditions, the Contractor shall propose an approach for providing safe and appropriate service to the Customer, provided that the Contractor shall not be required to endanger workers, equipment, or property. The City shall review and approve proposed changes.

If the Contractor believes that there is a probability of Private Road or Driveway damage, the Contractor shall inform the respective Customers and may require a road damage waiver agreement in a form approved by the City. In such event, if the Customers refuse to sign such a road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customers will only be serviced from the closest Public Road access.

4.4 Hours/Days of Collection

All collections from Single-family Residential Customers and Residential zones shall be made between the hours of 7:00 a.m. and 6:00 p.m. on the same day as the City provides collection to that Customer.

4.5 Employee Conduct

The Contractor's employees collecting Recyclables or Organics shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor employees shall not trespass or loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, Contractor employees shall wear a professional and presentable uniform with an identifying badge with photo identification and company emblem visible to the average observer. At the City's option and direction, Contractor employees shall work with groups or organizations, such as neighborhood community organizations, homeowner associations, or the City's Utilities, Police, or Fire Departments, for training to recognize and call the appropriate agency when suspicious activities are observed.

At no time whatsoever shall any employee of Contractor be engaged in services hereunder when affected to any degree by the use of alcohol or any illegal Federally Controlled Substance, nor shall any employee of Contractor be engaged in services hereunder when adversely affected by the use of prescribed or over the counter medications. Contractor shall actively monitor employees for compliance with this paragraph.

If any person employed by the Contractor to perform collection services is, in the opinion of the City, incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall promptly investigate any written complaint from the City regarding any unsatisfactory performance

by any of its employees and take immediate corrective action. If the offending conduct is repeated, the City may require that the person be removed from all performance of additional work under this Contract. Removal of the employee shall be addressed by the Contractor immediately.

4.6 Disabled Persons Service

The Contractor shall offer carry-out service for Recyclables and Organics to Single-Family Residence Customers in cases where no household member has the ability to place Containers at the Curb, at no additional charge. The City shall provide the Contractor a list of Customers eligible for this service, based on the City's Garbage collection eligibility requirements.

4.7 Holiday Schedules

The Contractor shall observe the same holiday schedule as does the City for its Residential Garbage Collection program.

4.8 Inclement Weather

The Contractor shall collect Recyclables and Organics from Customers with interrupted service on the next normally scheduled collection day when conditions allow. When service is resumed, the Contractor shall coordinate collection and notifications with the City's inclement weather routes and collect reasonably accumulated excess volumes of materials equal to what would have been collected on the missed collection day from Customers at no extra charge.

4.9 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-provided containers, repeated suspected claims of timely set-out followed by demands for return collection at no charge, repeated unsubstantiated claims of Contractor damage to a Customer's property, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers. However, the Contractor may deny or discontinue service to a problem Customer after seven (7) days prior written notice is given to the City of the intent to deny or discontinue service, including the name, service address, reason for such action, and if reasonable efforts to accommodate the Customer and provide services have occurred and failed. If the Customer submits a written letter or e-mail to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. However, the City will not prevent Contractor from discontinuing services if the basis for discontinuance is reasonably established (e.g. non-payment). The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

4.10 Missed Collections.

The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City, and the informational shall be included in all quarterly reports.

If Recyclables or Organics are set out inappropriately, improperly prepared, oversized, Contaminated, or otherwise contain Excluded Materials, the Contractor shall not be required to collect such Container(s) or Excess Materials. If the Contractor elects not to collect such Container(s) or Excess Materials, the Contractor shall notify the Customer of the specific problem(s) and reason(s) for rejecting the materials for collection. For Residential Customers, such notification shall be provided by notification tag placed in a prominent location. Multifamily Complexes shall be notified via email.

Failure to provide proper written notification to Customers of the reason for rejecting materials for collection shall be considered a Missed Collection – Contractor Failure.

Either Party may inspect or sample set-out or collected Recyclables or Organics. If Contamination or Improper Set-Out events are ongoing and not corrected by the Customer after three (3) Contamination Fees have been assessed, then the Contractor may request approval in writing from the City to remove the Customer from Recycling and/or Organics service. The City's approval will not be unreasonably withheld, conditioned or delayed.

The failure of the Contractor to collect Recyclables or Organics that have been set out by a Customer in the proper manner on the appropriate day shall be considered a Missed Collection – Contractor Failure. If a Customer notifies the Contractor of a missed collection during the hours of operation of the call center, the miss shall be collected on the next business day.

If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, which the Contractor can prove through documentation (e.g., the Containers were not placed at the curb on time and the driver documented that fact in a log or with a photograph), the Contractor may charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the customer agrees to payment of the return trip fee. The Contractor will not be liable for a missed collection in such case.

4.11 Same Day Collection

Recyclables and Organics collection shall occur on the same regularly scheduled day of the week for Single-Family Residence Customers and shall match the City's Garbage collection day for that Customer. The collection of Recyclables and Organics from Multifamily Complexes need not be scheduled on the same day.

4.12 Routing

The Contractor shall follow City Single-family Garbage collection routes as they may be changed from time- to-time. The City shall provide the Contractor with a map indicating the days of collection to be followed by the Contractor. The City may change the days of collection upon ninety (90) days' notice, unless an emergency situation arises which may require shorter notice, to the Contractor and the Contractor shall then shift its operations to match the City's collection days.

The Contractor may change the day of Multifamily Complex collection by giving at least twenty-one (21) days written notice of pending changes of collection day to the affected Customers. The Contractor shall notify the City of the collection day change prior to notification of the Multifamily Complex customer and shall provide to the City a copy of any notice to be given to Multifamily Complex. The Contractor shall be responsible for the cost of designing, printing, and distributing any notifications and any revised City educational materials that inform these Customers of their collection day.

The City will work with the Contractor to develop an appropriate emergency back-up plan.

4.13 Requirement to Recycle and Compost

Subject to Contamination levels of the Recyclables and Organics, the Contractor shall recycle or compost all Source-separated Recyclables and Organics collected, unless express prior written permission is provided by the City. The Contractor shall use vehicles and processing systems that minimize unnecessary breakage and cross-contamination of materials. Subject to Contamination levels of the Recyclables, the Contractor shall ensure the marketability of processed Recyclables to the recyclable buyers in accordance with market standards for prohibited materials and allowable contamination. The landfilling, incineration, or other disposal of uncontaminated Recyclables or Organics by the

Contractor is expressly prohibited without the express prior written approval of the City.

4.14 Contamination Monitoring

The Contractor shall monitor for Contamination by Customers and is not required to service Containers where Contamination is visible or otherwise reasonably suspected. If the Contractor services a Container and subsequently discovers Contamination from the Container in the truck hopper, the Contractor shall notify the Customer and the City and may charge the City the Contamination charges listed in Attachment B.

Prior to assessing a Contamination charge for a specific Customer, the Contractor shall provide two (2) written warning notices within a calendar year regarding Contamination at that same Customer location. The Contractor shall submit weekly electronic records to the City of all Contamination warnings and charges and shall include photo documentation and accurate Customer account numbers or addresses. The Contractor shall also leave a notice on the Customer Container, if feasible, explaining the Contamination.

The Contractor shall provide outreach to all Customers on acceptable Recyclables and Organics, Contamination, and potential Contamination charges prior to assessing Contamination warnings or charges. The Contractor shall also provide follow-up outreach to customers with Contamination notices as described in Section 7.9.

4.15 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.

Any leakage or spillage of materials that occurs during collection shall be immediately cleaned up or removed by the Contractor at its sole expense. The Contractor shall document the leakage or spillage, including taking pictures before and after clean-up or removal, and shall provide this documentation to the City. Should a leakage or spillage occur during collection, Contractor shall notify the City immediately and, likewise, expressly acknowledges it is solely responsible for any local, state, or federal violations, which may result from said leakage or spillage.

Any Contractor-supplied Container determined by the City to be leaking shall be replaced by the Contractor within two (2) business days of notification from the City.

4.16 Pilot Programs

The City may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology at some point during the term of this Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its intention to implement a pilot program or of its intentions to utilize a new technology system on a City-wide basis. Any Contractor costs incurred by City-initiated pilot programs shall be negotiated prior to implementation. If the City deems the pilot a success, and desires to incorporate the service or development represented in the pilot program in the terms of this Contract, the Contractor agrees to negotiate in good faith and in accordance with Section 10.15 to include the provisions of the pilot program into this Contract, including any costs to be incurred.

Contractor-initiated pilot programs shall require prior written notification to and written approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers. Results of any Contractor-initiated pilot program shall be reported to the City in the annual reports described in Section 7.8.

4.17 Disruption Due to Construction

The City reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. However, the Contractor shall, by the most expedient manner, continue to collect Recyclables and Organics to the same extent as though no interference existed upon the streets or alleys normally traversed. The City shall direct its staff and construction contractors to move Recyclables and Organics Containers to a location accessible to the Contractor's vehicles.

4.18 Contractor Planning and Performance Under Labor Disruption

No later than ninety (90) days prior to the expiration of any labor agreement associated with services performed under this Contract, or upon learning that any portion of its labor force is reasonably likely to strike or take other actions that could interrupt services (a "Labor Disruption"), the Contractor shall promptly notify the City and provide a Strike Contingency Plan. This Plan shall include:

- A. A detailed staffing plan to maintain Contract services, including identification of staff resources relocated from other areas and use of local management staff. The plan must ensure recovery of full operations within one week of disruption onset.
- B. Contingency training plans to ensure replacement and management staff can collect route data and follow procedures for all material streams.
- C. Identification of temporary Drop-box Containers or truck locations for all material streams. For each site, the Contractor shall provide property owner/lessee contact information and the date permission was obtained. The City will review and approve or deny use of these locations in writing.
- D. A recovery plan detailing how materials will be collected in the event of a short-notice disruption (e.g., wildcat strike) that prevents regular schedule adherence, with full recovery expected when possible.

The Contractor shall keep the City informed of labor negotiations daily, especially near contract expiration dates. If a labor disruption occurs, the Contractor shall notify the City within twenty-four (24) hours via phone and email, detailing the nature and scope of the disruption and plans to activate the Strike Contingency Plan. At the end of each service day during a disruption, the Contractor shall report to the City via email the areas served and unserved, including customer counts by material stream and service sector.

Information about the disruption shall be made available to Customers via the Contractor's website, an out dial, or other reasonable communication methods.

If a disruption lasts more than one week, the Contractor shall provide Drop-box Containers or trucks for each affected material stream in City-approved locations and collect reasonable quantities of accumulated materials at no additional charge during the next regular collection cycle.

If the Contractor misses more than one regular service cycle due to a Labor Disruption, affected Customers shall receive credit for all missed services, including the first missed cycle. The credit shall equal or exceed the pro rata portion of the Customer's regular rate attributable to the missed service, excluding the disposal component. The Contractor shall proactively inform Customers of this credit policy.

4.19 Site Planning and Building Design Review

The Contractor shall, upon request and without additional cost, make available assistance with site planning and building design review to either the City and/or property owners/managers. The assistance shall be available for all new

construction or remodeling of buildings and structures within the City Service Area. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building owners/managers when realigning Recyclables and Organics services. All assistance shall be provided by the Contractor in a timely manner so as to not delay the planning and review process.

Assistance shall include, but not be limited to reviewing and providing comments on building designs and plans to ensure that those designs and plans incorporate:

- A. Design and planning of Recyclables and Organics removal areas and their location upon the site of the proposed construction or remodeling project;
- B. Adequate floor and vertical space for the storage and collection of Containers for all materials;
- C. Adequate access for vehicles to collect and empty Containers, including overhead clearance, turning radius, and access that does not require backing across sidewalks or violating any City code;
- D. Avoidance of surface water drains and ditches when considering Container locations and developing strategies for containment of any potential leaks; and,
- E. Strategies to reduce interior and exterior noise and emissions.

4.20 Safeguarding Public and Private Facilities

The Contractor shall be obligated to protect all public and private improvements, facilities, and utilities whether located on public or private property, including street curbs. If such improvements, facilities, utilities, or curbs are damaged by reason of the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same or pay the City for repairs. If the damage creates an immediate public safety issue that requires an immediate response, the Contractor shall, along with notifying the City immediately in writing, call the City to inform them of such matter. If the Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost, including overhead and administrative costs, of doing so shall be paid by the Contractor or deducted from amounts owed the Contractor under the Contract. The City shall not be liable for any damage to property or person caused by the actions of the Contractor, and the Contractor shall indemnify and hold the City harmless for any such damage or legal costs, including attorney fees, from said actions.

4.21 Transition and Implementation of Contract

The Contractor shall develop, and submit to the City no later than thirty (30) days after the Effective Date of this Contract, a Transition and Implementation Plan for introducing any new and/or revised services, as a result of this Contract, to Single-Family Residences and Multifamily Complexes, and detailing a specific timeline as to when different activities and events will occur.

The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep, delivery, and mailing costs, including the cost of any postage-prepaid cards and any costs associated with the website ordering services, and of all new and continuing service and educational materials necessary for implementation of any changes described above.

Any additional promotional, educational, informational, and outreach materials provided by the Contractor to Customers in connection with the Contract shall be designed, developed, printed, and delivered by the Contractor, at the Contractor's cost. The City shall be provided with all the Contractor's Transition and Implementation Plan customer communications at least two weeks prior to delivery to Customers.

4.22 Performance Review

The City may, at its option, conduct a review of the Contractor's performance under this Contract. If conducted, the performance review shall include, but is not limited, to a review of the Contractor's performance relative to requirements and standards established in this Contract and at the City's option and expense, a Customer satisfaction survey.

The review of the Contractor's performance shall include a comparison of the Contractor's actual performance over the course of the prior year being evaluated against the requirements and standards established in this Contract. The results of the performance review shall be presented to the Contractor in a timely fashion. Should the City determine that the Contractor fails to meet the Contract performance requirements and standards, the City shall give the Contractor written notice of all deficiencies.

The Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may give written notice to the Contractor of failure to perform and give the Contractor six (6) months' notice of Contract termination. The City's determination of the Contractor's failure to perform shall not be arbitrary or capricious.

The costs of the development and implementation of any action plan required under this section shall be paid for solely by the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or the City or included in rates or fees charged Customers.

4.23 Continual Monitoring and Evaluation of Operations

The Contractor's supervisory and management staff shall be available to meet with the City at either the Contractor's office or City offices, at the City's option, or via video conference on an every-other-weekly basis during the first six months of the contract and monthly throughout the term of the Contract to discuss operational and Contract issues.

The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the provisions of this Contract is maintained.

The City may periodically monitor collection system parameters such as participation, Container condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with the City by coordinating the Contractor's operations with the City's periodic monitoring to minimize inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide reasonable access (subject to Contractor's safety and confidentiality requirements) to equipment, processing facilities, route and Customer service data, safety records, and other applicable information.

4.24 Emergency Response

The Contractor shall provide the City with the use of the Contractor's reasonably available labor and equipment for assistance in the event of a City disaster or emergency declaration. Contractor services shall be provided immediately upon City directions and paid at the Contract rates in Attachment B. The Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response. The Contractor shall maintain such records and documentation in accordance with any standards established by the Federal Emergency Management Agency, and if requested by the City, shall assist the City in developing any reports or applications necessary to seek federal assistance during or after a federally declared disaster.

5. FLEET AND CONTAINER REQUIREMENTS

5.1 Vehicles

The Contractor shall use vehicles that are less than ten (10) years old, shall be in safe working order, and shall be subject to all other conditions of this section. The Contractor shall use all compressed natural gas collection vehicles. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's annual report.

Vehicles used for collecting garbage, recyclable materials, organics or other materials under this Contract shall be designed and manufactured to safely handle collection of the materials being collected. No leakage or release from truck bodies or detachable containers are allowed. The size and quantity of vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide service to all Customers, regardless of location. In some cases, this may mean that a small collection vehicle, capable of servicing narrow and/or tight locations must be used, and the Contractor shall make such vehicles available to ensure smooth and effective collection services throughout the City Service Area.

Vehicles shall be maintained in a clean and sanitary manner and shall be thoroughly washed at least once each week. All collection equipment shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. Equipment shall be maintained in good condition at all times. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition compliant with all federal, state, and local safety requirements. All vehicles shall be equipped with reverse movement back-up alarms.

The Contractor shall maintain collection vehicles and Containers to ensure that no liquid wastes (e.g., Garbage or Organics leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or City streets. All collection and route supervisor vehicles used by the Contractor shall be equipped with a spill kit sufficient in size to contain a complete spill from the largest tank on the vehicle. Any equipment not meeting these standards shall not be used within the City Service Area until repairs are made. Any discharge of liquid wastes or oils that may occur from Contractor's vehicles prior to them being removed from service shall be responded to and contained within three (3) hours of being noticed by Contractor's route staff. Such clean-up or removal shall be documented with pictures, and notice of such clean-up or removal shall be provided to the City in writing. The Contractor shall immediately notify the City's Public Works Director, or another City designated agent of any spills that enter drainages. Failure by the Contractor to clean-up or remove the discharge in a timely fashion to the satisfaction of the City shall be cause for performance fees, and the City may take action it deems necessary to remediate. All City costs of remediation shall be reimbursed by the Contractor within thirty (30) days of receiving an invoice from the City.

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the vehicle which clearly indicate a unique vehicle number and Contractor's name. The required labels shall use lettering not less than four (4) inches high and shall be clearly visible from a minimum distance of twenty (20) feet.

All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have equipment capable of reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras.

All collection vehicles shall be equipped with technology, as well as an on-board computer and data tracking system to track route progress and log non-set-outs, contamination, extras, and other service issues. The system shall incorporate photo documentation of route exceptions. The resulting data shall be uploaded to the Contractor's Customer service database no less than hourly to allow Customer service personnel to be fully apprised of route progress and be able to address misses and other Customer inquiries in near real-time.

5.2 Container Requirements and Ownership

All Recycling and Organics collection services provided under this Contract specifically include the cost of the associated Recycling or Organics Containers and the cost of those Contractor-provided Containers are incorporated in the service fees included in Attachment B.

Single-family Recycling and Organics Customers must use Contractor-provided Containers for their initial Container of collection service. Cans, bags, boxes and bundles may be used for additional materials set out for collection, but not as a Customer's primary container.

All Contractor-provided Containers shall be permanently, clearly, and prominently screened, molded-in, molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily determine the size capacity and material preparation requirements of the Container.

5.3 Carts

The Contractor shall provide 35-, 64-, and 96-gallon Carts for Recyclables and Organics collection. Carts shall be provided to requesting Customers within seven (7) calendar days of either the Customer's initial request made directly to the Contractor (in cases of replacement cart or existing service changes) or the City's initial request (in cases of new Customer account set-ups). All Cart colors shall be a color consistent with the collection material it is used for and subject to the requirements of Section 5.6.

All Contractor-provided Carts shall be maintained by the Contractor in good condition for material storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement; and be equipped with an anti-skid device or sufficient surface area on the bottom of the container to prevent unwanted movement.

In the event that a particular Customer repeatedly damages a Cart or requests more than one replacement Cart more frequently than a time period allowing for reasonable wear and tear during the term of the Contract or due to negligence or misuse, the Contractor may charge the Customer for the depreciated value of the Cart and shall forward in writing the Customer's name and address to the City with a full explanation of incident(s). In the event that the problem continues, the Contractor may discontinue service to that Customer.

5.4 Detachable Containers

The Contractor shall furnish and install 1-, 1.5-, 2-, 3-, 4-, and 6-cubic yard Detachable Containers to any Customer who requires their use for storage and collection of Recyclables within seven (7) calendar days of the Customer's request. Containers shall be located on the premises in a manner satisfactory to the Customer and for collection by the Contractor.

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers 3-cubic yards and under; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. Drop-box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair. Containers shall be repainted as needed.

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary) before being supplied to a Customer who had not used it earlier. The Contractor shall provide an on-call Container cleaning service to Customers. The costs of on-call cleaning shall be billed directly to the Customer in accordance with Attachment B. Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within twenty-four (24) hours any Container that was supplied by or taken over by the Contractor and was in use if the City, Health Department

inspector, or other agent having safety or health jurisdiction determines that the Container fails to comply with reasonable standards or constitutes a health or safety hazard.

5.5 Container Transition at End of Contract

In the event the Contract is terminated, all Containers used by the Contractor to provide Contract collection services, shall, at the option of the City, revert to City ownership without further compensation to the Contractor. Upon written notice to the Contractor, the City may elect to assign this potential ownership of said Containers to a third-party. Any remaining warranties associated with the Containers described herein shall be transferred to the City or the City's assignee.

The City in advance accepts all such Containers in their "as-is, where-is" condition and without any express or implied warranty by the Contractor of any kind, including but not limited to any warranty of fitness for any particular purpose or any warranty of merchantability. The City assumes all risks of loss or liability on account of the City's exercise of the City's rights under this Section 5.5 or any use made of any Containers after they become the property of the City or assignee of the City.

5.6 Container Colors and Labeling

Contractor-provided Containers used for Recyclables collection shall be blue and those used for the Organics collection shall be green.

All Contractor-provided Containers shall have materials preparation instructions and contact information, including both a customer service phone number and website address.

5.7 Container Removal Upon City or Customer Request

The Contractor shall remove all Containers upon service cancellation within seven (7) days of the cancellation or upon seven (7) days of specific Customer, property manager, property owner, or City request. The contents of removed Containers shall be managed as if they were collected on a regular route (e.g. Recyclables shall be recycled, Organics shall be delivered for composting).

5.8 Inventory of Equipment, Vehicles and Facilities

The Contractor shall provide annual reports to the City that include a complete inventory of the vehicles and facilities to be used in the performance of this contract. The inventory shall include each vehicle (including chassis model year, type, capacity, model, and vehicle identification number) and each facility to be used in performance of this Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities from time to time, and shall include the revised inventory in the annual report. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory.

6. COLLECTION SERVICES

6.1 Garbage Services

The scope of services under this Contract are generally limited to Recyclables and Organics collection services. All Garbage collection is provided by City labor and equipment. The Contractor may be requested by the City to provide on-call limited collection services for Garbage using its service trucks, on a temporary or emergency basis. The City shall pay for these services at the Hourly Rates set forth in Attachment B.

6.2 Single-Family Recyclables Collection

6.2.1 Subject Materials

The Contractor shall collect all properly prepared Recyclables from all participating Single-Family Residences. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in Attachment C.

The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Attachment C list, subject to Contractor's approval.

6.2.2 Containers

The Contractor shall provide initial collection Containers to Customers at no additional charge. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 35- or 64- gallon Recycling Carts on request to those Single-Family Residence Customers requiring less capacity than provided by the standard 96-gallon Recycling Cart.

Recycling Carts shall be delivered by the Contractor to new Single-Family Residence Customers identified by the City, those Customers requesting replacements, or Customers that had previously rejected their Recycling Cart, on the next service day of Customer's initial request made directly to the Contractor (in cases of replacement or change in existing service) or the City's initial request (in cases of new Customer account set-ups).

Excess Materials that do not fit in a Recycling Cart may be charged at the rate in Attachment B. Customers may also receive additional Recycling Carts as approved by the City to be serviced for the rates provided in Attachment B. The Contractor may also charge for Excess Materials on top of a Container.

6.2.3 Specific Collection Requirements

The Contractor shall collect Recyclables from all participating Single-Family Residences weekly on a regular schedule on the same day as City Garbage collection and as close to a consistent time as possible.

The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly, non-disruptive and quiet manner, and shall return Containers with their lids closed and attached to their set out location in an orderly manner.

6.3 Single-Family Organics Collection

6.3.1 Subject Materials

The Contractor shall collect all properly prepared Organics from all subscribing Single-Family Residences.

6.3.2 Containers

The default Organics Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 35- or 64- gallon Organics Carts on request to those Single-Family Residence Customers requiring less capacity than provided by the default Organics Cart. The Contractor shall provide the initial collection Containers to Customers at no additional charge.

Organics Carts shall be delivered by the Contractor to new Single-Family subscribing Customers identified by the City or those Customers requesting replacements on the next service day of Customer's initial request made directly to the Contractor (in cases of replacement or change in existing service) or the City's initial request (in cases of new service set-ups).

Excess Materials that do not fit in an Organics Cart shall be bundled, placed in kraft paper bags or properly labeled Customer-owned cans and set-out next to the initial Organics Cart, provided that Food Scraps shall be contained in the initial Cart and only Yard Debris shall be placed in bags, bundles, or open cans. Excess Materials will be charged

at the rate in Attachment B. Customers may also subscribe for additional Organic Carts at the rates provided in Attachment B. The Contractor may also charge the extra fee for Excess Materials on top of a Container.

6.3.3 Specific Collection Requirements

Organics shall be collected weekly from subscribing Single-Family Residences on a regular schedule on the same day as each household's Garbage collection and as close to a consistent time as possible.

The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers in an upright position, with lids attached to their set out location.

6.4 Multifamily Recyclables Collection

6.4.1 Subject Materials

The Contractor shall collect all properly prepared Recyclables from participating Multifamily Complexes. Customer preparation specifications are provided in Attachment C.

6.4.2 Containers

The Contractor shall offer Multifamily Complexes Carts or Detachable Containers for Recyclables collection, sufficient for the Customers' needs.

6.4.3 Specific Collection Requirements

Multifamily Complex collection shall occur at least weekly or more frequently, as subscribed for. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer confusion.

The Contractor shall collect Recycling from areas mutually agreed upon by the Contractor and the Customer with the least slope and best vehicle access practical. For Customers that must stage their Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Customer to ensure that the Containers are not left unattended in problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property.

The Contractor may require the Customer to attend to the Containers immediately prior to and after collection. Any disputes arising between the Contractor and the Customer as to what constitutes a "significantly sloped hill" or a "safety hazard" shall be resolved at the discretion of Contractor. The Contractor's crews shall make collections in an orderly and quiet manner and shall return Containers after emptying to the same location as found, with their lids closed.

6.5 Multifamily Organics Collection

6.5.1 Subject Materials

The Contractor shall collect all properly prepared Organics from participating Multifamily Complexes

6.5.2 Containers

The default Organics Cart for Multifamily Complexes shall be 96-gallons, provided that the Contractor shall offer and provide 35- or 64-gallon Organics Carts on request. The Contractor shall provide the initial collection Containers to Customers at no additional charge.

6.5.3 Specific Collection Requirements

Multifamily Complex Customer Organics collection shall occur at least weekly or more frequently, as subscribed for. Collections shall be made on a regular schedule on the same day(s) of the week and as close to a consistent time as possible to minimize Customer confusion.

The Contractor shall collect Organics from areas mutually agreed upon by the Contractor and the Customer with the least slope and best vehicle access practical. For Customers that must stage their Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Customer to ensure that the Containers are not left unattended in problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property.

The Contractor may require the Customer to attend to the Containers immediately prior to and after collection. Any disputes arising between the Contractor and the Customer as to what constitutes a "significantly sloped hill" or a "safety hazard" shall be resolved at the discretion of Contractor. The Contractor's crews shall make collections in an orderly and quiet manner and shall return Containers after emptying to the same location as found, with their lids closed.

6.6 Special Event Services

The Contractor shall provide temporary Recyclables and Organics Containers to Customers sponsoring special events within the City Service Area at the rates listed in Attachment B. The Contractor shall provide such Customers with assistance in determining Container needs and signage for Recyclables and Organics at the special events, including site visits and technical assistance to ensure that the maximum Recyclables and Organics diversion is achieved. The Contractor shall coordinate their efforts with the City, and provide such Customers and the City with a summary of the volumes and tonnages of materials disposed of, and diverted for recycling and composting.

6.7 City Services

The Contractor shall provide weekly Recyclables and Organics collection to all City-owned municipal facilities as a part of this Agreement and at no additional charge. Those facilities include, but are not limited to the following:

FACILITY	ADDRESS
City Hall	Q and 6 th Avenue
City Operations	2201 37 th Street
Library	1220 10 th Street
Museum	1305 8 th Street
Fire Department Stations	3 locations (various)
Police Station	1218 24 th
Waste Water Treatment Plant	500 T Avenue
Washington Park (seasonal)	6300 Sunset Avenue
Volunteer Park (seasonal)	1915 13 th Street
Storvick Park (seasonal)	1110 32 nd Street

Additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within the City Service Area, as well as municipal facilities in future annexation areas covered by this Contract, so long as the additional facilities do not exceed 10% of service volume as compared to services at contract commencement. Should City facilities exceed the 10% rule, the parties shall negotiate additional compensation to the Contractor in good faith.

6.8 City-Sponsored Community Events

The Contractor shall provide Recycling and Organics services for City-sponsored special events at up to 10 City-sponsored events, as identified below, at no additional charge to the City or users. The City is limited to two 4-yard containers per event. Events include, but are not limited to:

Arts & Crafts
Oyster Run
Shipwreck Day

6.9 Excluded Services

This Contract does not include the collection or disposal of Hazardous Waste and wastewater waste.

7. CUSTOMER AND CITY SUPPORT

7.1 General Customer Service

The Contractor shall be responsible for providing all Customer service functions, including, but not limited to:

- A. Answering Customer telephone calls and e-mail requests;
- B. Receiving and resolving Customer complaints;
- C. Dispatching temporary containers and special collections;
- D. Establishing new accounts requested by the City and conducting service change requests; and
- E. Maintaining and updating regularly as necessary a user-friendly internet website.

These functions shall be provided at the Contractor's sole cost, with such costs included in the Contractor Rates set forth in Attachment B.

7.2 Specific Customer Service Requirements

The Contractor's call center shall be open at a minimum from 7:00 a.m. to 5:00 p.m. weekdays. The holiday collection schedule shall also apply to Customer service coverage. Customer service representatives shall be available through the Contractor's call center during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, the Contractor shall have an answering or voice mail service available to record messages from all incoming telephone calls.

The Contractor shall maintain a twenty-four (24) hour emergency telephone number for use by the City. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency telephone number for City-use during all hours, including normal office hours.

7.2.1 Customer Service Representative Staffing

The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by telephone, email forms, e-mails or webpage messages. If staffing is deemed to be insufficient by the City to handle Customer complaints and service requests in a timely manner, the Contractor shall increase resources to

meet performance criteria.

7.2.2 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. The Contractor shall make a conscientious effort to resolve all complaints within two (2) business days of the original Customer contact, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

The Customer service log shall be available for inspection by the City, or its designated representatives, during the Contractor's office hours, and shall be in a format approved by the City. The Contractor shall provide a copy of this log in an electronic format from the Microsoft Office suite of software to the City with the monthly report.

7.2.3 Handling of Customer Calls

All incoming telephone calls shall be answered promptly and courteously. A Customer shall be able to talk directly with a Customer service representative when calling the Contractor's Customer service telephone number during office hours. The Contractor shall ensure that all Customer service inquiries are addressed promptly, courteously, and effectively. While a live Customer service representative shall be available during regular business hours via the Contractor's designated Customer service telephone number, the Contractor may also utilize alternative communication platforms—including but not limited to web-based chat, mobile applications, automated systems, and email—to provide timely and efficient service.

These tools must be designed to ensure that Customers can easily access assistance, receive accurate information, and resolve service-related issues without undue delay. The Contractor shall maintain a system for tracking and responding to inquiries across all platforms and shall ensure that Customers have access to a live representative upon request.

7.3 Corrective Measures

Upon the receipt of Customer complaints in utilizing customer service tools, the City may request the Contractor submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor.

7.4 Contractor Internet Website

The Contractor shall provide a user-friendly Internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City's recycling and organics collection programs, including at a minimum, a link to the City's website, contact information, collection schedules, day of collection map that is dated as of the last change and always current material preparation requirements, available services inclement weather service changes, and other relevant service information for its Customers. The website shall include an e-mail form function for Customer communication with the Contractor. E-mailed Customer service form requests shall be answered within two (2) business days of receipt.

The Contractor shall update the website and provide links to the City's website, checking on a regular basis that all links are current. The website shall include information requested by the City in English and other multiple languages.

7.5 Full Knowledge of Garbage, Recyclables, and Organics Programs Required

The Contractor's Customer service representatives shall be fully knowledgeable of all Contract collection services

available to Customers. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, container deliveries, and other Customer concerns. Customer service representatives shall be trained to inform Customers of Recyclables and Organics preparation specifications. City policy questions shall be immediately forwarded to the City for response.

The Contractor's Customer service representatives shall have instantaneous electronic access to Customers' City account reference and Customer service data and history to assist them in providing excellent Customer service. The Contractor shall provide the City with internal customer service representative training and support information specific to the City to allow the City to review and check information provided to customer service representatives and, in turn, provided to City Customers. Any revisions to these materials shall be approved in writing (via e-mail) by the City prior to being used by customer service representatives.

7.6 Customer Billing Responsibilities

The City shall bill and collect payments from all Residential Customers. The Contractor shall be responsible for providing electronic Residential customer billing data to the City in a format and on a schedule that is agreeable to both parties, including, but not limited to, weekly electronic records of all Contamination warnings, Contamination charges, and Excess Material charges, within 3 business days of the completed service week, containing photo documentation and an accurate Customer account number or address.

The billing data format and procedure may change during the term of the Contract and any additional costs shall be negotiated to offset any additional costs borne by the Contractor. The Contractor shall be required to have procedures in place to minimize the potential for the loss or damage of the account servicing (customer service and service levels) database. The Contractor shall ensure that a daily backup of the account servicing database is made and stored off-site..

The City assumes all bad debt in association with Customer billing responsibilities.

Upon five (5) working days written notice, the Contractor shall provide the City with a paper and/or electronic copy of the requested customer information and history, including, but not limited to, customer addresses, service levels and current account status.

7.7 City Customer Service

The Contractor shall maintain staff that has management level authority to provide a point of contact for the majority of City inquiries, requests, and coordination covering the full range of Contractor activities related to this Contract. This designated staff person shall be reasonably accessible by City staff to address emerging problems as needed.

7.8 Reporting

The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor shall allow City staff access to pertinent operations information related to compliance with the obligations of this Contract, such as vehicle route assignment and maintenance logs, Garbage, Recyclables, and/or Yard Debris/Organic Waste facility certified weight slips, and City charges and payments.

7.8.1 Monthly Reports

On a monthly basis, within thirty (30) days of the last day of each month, the Contractor shall provide a report containing the following information for the previous month:

- A. A billing summary that provides the number of Organics and Recyclables containers provided for the previous month.

- B. A log of Contamination warnings and charges, including Customer name and address, date, and details on the non-compliance.
- C. A log of Excess Material charges, including Customer name and address, date, and units and type of materials.
- D. A log of all Customer requests, complaints and inquiries, including Customer name, and property name and address.
- E. Reports from the Contractor's Customer service telephone system showing total call volume, total calls answered, average speed of answer, percent of calls answered within thirty (30) seconds or less, total number of abandoned calls, abandonment rate (abandoned call divided by total volume of calls), and average time to abandonment.
- F. A summary of total Recyclables and Organics, quantities collected (in tons) for each collection sector handled by this Contract. The summary shall include the names of facilities used for all materials and tonnage delivered to each facility.
- G. A summary of Recyclables market prices, contamination levels and processing residues disposed as Garbage.

If collection vehicles are used to service more than one Customer sector or provide services outside of this Contract, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and quantities from the different sectors.

7.8.2 Annual Reports

On an annual basis, by the first working day of March, the Contractor shall provide a report containing the following information for the previous year:

- A. A consolidated summary and tabulation of the monthly reports, described above.
- B. An inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), and collection sector assigned to or used in.
- C. A log of all customer site visits, including Customer name, property name and address, date of contact or site visit and the outcome of the contact, including service corrections, follow-up information or contact provided and how the contact was resolved.
- D. A description of any vehicle accidents or infractions.
- E. A description of any promotion, education, and outreach efforts, including where possible, samples of materials, and summary of any feedback or response received from Customers.
- F. A description of Contractor activities related for City services and events.

7.8.3 Ad Hoc Reports

The City may request from the Contractor up to six (6) ad-hoc reports each year, at no additional cost to the City. These reports may include Customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in the City-defined format and software compatibility. These reports shall not require the Contractor to expend more than forty (40) staff hours per year to complete.

7.9 Promotion and Education

The City shall have primary responsibility for developing, designing, executing, and distributing public promotion, education, and outreach programs related to the overall solid waste collection system.

The Contractor shall have primary responsibility for providing service-oriented information and outreach to Customers for Organics and Recycling services, including providing service content for City-provided customer updates, an initial service mailer to all Customers (with print and postage paid by the City), outreach and on-site technical assistance to Multifamily Complexes, a 'Welcome Packet' for new customers, and on-going recycling promotion, education, and outreach in coordination with the City.

The Contractor shall annually contact, by telephone, mailing or site visit, the manager or owner of each Complex site to encourage Recycling and Organics participation, address concerns, space or contamination problems, offer additional or on-going education or training to tenants, and inform the manager or owner of all available services and ways to decrease Garbage generation. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education and provide technical assistance.

The Contractor shall implement up to two (2) targeted education and outreach pilot programs annually, directed toward a designated group of Single-Family Residence customers or Multifamily Complex customers identified as having repeated contamination in their Recycling or Organics Containers, or focused on other outreach priorities as specified by the City. Prior to implementation, and annually thereafter, the Contractor shall coordinate with City staff to define the scope, objectives, and methodology of each pilot program.

Promotional, educational, and informational materials provided by the Contractor to Customers in connection with the Contract pilot programs shall be designed, developed, printed, and delivered by the Contractor, at the Contractor's cost, and subject to the City's final written approval. The City shall review and approve all materials and a minimum of a two (2) weeks City review period shall be provided in all cases by the Contractor to allow sufficient time for City review and approval.

7.10 Transition to Next Contractor

The Contractor shall work with the City and any successive contractor in good faith to ensure minimal Customer disruption during the transition period from the Contractor to the City's new Contractor at the termination of the services provided under this Contract. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience. In the event that the City does not elect to retain the Contractor's Containers pursuant to Section 5.5, the Contractor shall remove any Containers for all services or any portion of services provided under this Contract upon sixty (60) days written notice from the City.

The Contractor shall provide a detailed Customer list in an electronic format acceptable to the City, including Customer name, contact information (i.e., telephone number and e-mail address, if available), service address, mailing address, collection service levels and frequencies, day of collection and Container rental service levels to the successive contractor within seven (7) days of initial request by the City.

8. COMPENSATION

8.1 Compensation to the Contractor

The Contractor shall be responsible for invoicing the City in accordance with the charges for services ("Contract Rates") listed in Attachment B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Attachment B. These payments shall comprise the entire compensation due to the Contractor. In no event shall the City

be responsible for money that the Contractor, for whatever reason, is unable to collect.

The Contractor shall invoice the City monthly for Recycling and Organics collection services, based on the Customer count of Recycling and Organics Containers in place on the last service day of the month, plus the actual number of Excess Materials and contamination collected in that month, all of which must be itemized on Contractor's invoice to the City. The invoice shall be provided to the City by the tenth day of the following month and once verified, shall be paid by the City within thirty (30) days of the invoice date. In the event the Contractor does not receive timely payment, a late fee at the rate of 2.5% per annum will be assessed.

8.2 Compensation to the City

The Contractor shall pay to the City a one-time fee of twenty thousand dollars (\$20,000) upon Contract execution to cover City costs for procuring this Contract.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and taxes as described in Section 10.11, Permits and Licenses.

8.3 Compensation Adjustments

8.3.1 Annual CPI Modification of Collection Component

The Contractor's collection service charges and miscellaneous fees and Contract options contained in Attachment B for each level of service shall increase each year by one hundred percent (100%) of the annual percentage increase in the Consumer Price Index for All Urban Wage Earners and Clerical Workers (CPI-W), All Items, for Seattle-Tacoma-Bellevue, Series ID: CWURS49DSA0 (1982-84=100) as published by the United States by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index during the twelve (12) month period ending December 31 of the previous year. For example, an adjustment to the Contractor's collection service charges beginning on July 1, 2028, will be based on the CPI-W for the twelve (12) month period ending December 2027, as compared to the CPI-W for the period ending December 2026.

Annual CPI-W adjustments shall never exceed six percent (6%) and shall never be negative. In the event the CPI-W index series decreases year-on-year, there shall be no CPI-W adjustment that year. Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

Rates shall be adjusted annually, beginning July 1, 2028. Contractor shall submit to the City for review, in writing and electronic form, a Rate Adjustment Statement, calculating the new rates for the next year, on or by April 1st of each year, starting April 1, 2028.

8.3.2 Changes in Disposal or Organics Processing Sites

If the Contractor is required by the City or other governmental authority to use Garbage disposal or Organics processing sites other than those being used at the initiation of this Contract, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost to the Contractor. The City and Contractor agree to negotiate in good faith any changes to the rates to offset these costs.

If the Contractor is no longer able to find a processing site for all collected Organics, after a good faith effort to locate a processing facility acceptable to the City, the City reserves the right to drop the collection of affected Organics, such as Food Scraps, from the Contract and the City and Contractor shall negotiate rate reduction in good faith to reflect the reduction in service. If the Contractor is subsequently able to find a processing site for Organics or the site that was originally used for processing Organics is able to resume taking the dropped materials, the City reserves the right to

reinstate the collection of those materials and to reverse the previously agreed rate reduction for the reduction in service.

8.3.3 New or Changes in Existing Taxes

If City, County, or Washington State taxes are imposed, or existing tax rates are changed after the Date of Execution of this Agreement, and such changes result in increased or decreased Contractor costs exceeding two thousand five hundred dollars (\$2,500) annually, the Parties shall negotiate in good faith to determine whether compensation adjustments are appropriate for the amount exceeding the \$2,500 threshold, and if so, the amount and method of adjustment.

8.3.4 Change in Law

Changes in federal, State, or local laws or regulations that result in a detrimental change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the Contractor for a rate adjustment, subject to review and approval by the City. If the City requires review of financial or other proprietary information in conducting its rate review, at the request of the Contractor, the City shall retain a third-party to review such information at the Contractor's expense and may take any other steps it deems appropriate to protect the confidential nature of Contractor's documents and preserve the Contractor's ongoing ability to remain competitive.

9. FAILURE TO PERFORM, REMEDIES, TERMINATION

9.1 Performance Fees

Significant performance failure under this Contract could cause substantial damage to City and its residents, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by City by such performance failure, it is agreed that in the City may elect to collect performance fees for each such performance failure below and Contractor shall pay City as performance fees. The City's election to seek such remedy shall not be construed as a waiver of any remedies City may have as to any subsequent breach of services under this Contract. Performance fees shall not apply if the breach is caused by a force majeure event.

Performance fees will be reasonably applied and may be levied only if documented in an incident report presented by the City to the Contractor. The Contractor shall be notified and provided with a copy of an incident report and shall be given twenty four (24) hours to cure the problem (if applicable) before performance fees are deducted from Contractor payments, except in the case of incidents for which, due to the nature of the event, a cure is not possible. Application of these fees may be appealed within ten (10) days by Contractor to the Contract Administrator, whose decision shall be final.

No.	Action or Omission	Performance Fee
1	Collection before or after the times specified in Section 4.4, except as expressly permitted in writing.	\$250 per incident (each vehicle on each route is a separate incident).
2	Repetition of legitimate complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, crossing planted areas, or similar violations.	\$50 per incident, not to exceed two hundred-fifty dollars \$250 per vehicle per day.

3	Failure to clean-up or collect leaked or spilled materials.	The cost of cleanup to the City plus \$250 per incident.
4	Observed leakage or spillage from Contractor vehicles or of vehicle contents.	\$250 per vehicle, per inspection, plus clean-up costs.
5	Failure to collect missed materials within one (1) business day after notification.	\$100 per incident to a maximum of five hundred dollars \$500 per vehicle per day.
6	Missed collection of a block segment of Single-Family Residences (excluding collections prevented by inclement weather and labor disruptions, but not excluding collections prevented by inoperable vehicles). A block segment is defined as one side of a street, between cross-streets, not to exceed fifty 50 houses.	\$500 per block segment if collection is performed the following day.
7	Rejection of Recyclables, Yard Debris or Organics without providing documentation to the Customer of the reason for rejection.	\$100 per incident.
8	Failure to deliver Recyclables or Organics Containers within seven (7) days of request to Single-Family Residence Customers after the Date of Commencement of Service.	\$25 per incident.
9	Intentional misrepresentation by Contractor in records or reporting	\$1,000 per incident.
10	Failure to maintain clean, sanitary and properly painted Containers, vehicles and facilities.	\$50 per incident, up to maximum of \$250 per inspection.
11	Failure to meet Customer service answer time and performance requirements, if persisting one week after City notification of unsatisfactory performance.	\$100 per day.
12	Failure to include City authorized instructional materials when Recycling, and/or Organics Containers are delivered to Single-Family Residences, or failure to affix required City authorized stickers on Containers.	\$50 per incident, with no maximum.

9.2 Contract Default

The Contractor shall be in default of this Contract if it violates any provision of this Contract. In addition, the Contractor shall be in default of the Contract should, including but not limited to, any of the following occur:

- A. The Contractor fails to commence the collection of Recyclables or Organics, or fails to provide any portion of service under the Contract on the Effective Date, or for a period of more than five (5) consecutive days at any time during the term of this Contract, except as provided pursuant to Sections 4.17 Disruption due to Construction, 4.18 Performance under Labor Disruption, or Section 10.16 Force Majeure.
- B. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the City, County, or any federal, State, or other regulatory body in order to collect materials under this Contract or comply with any environmental standards and regulations.
- C. The Contractor's noncompliance creates a hazard to public health or safety or the environment.
- D. The Contractor causes uncontaminated Recyclables or Organics to be disposed of in any way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the City;
- E. The Contractor fails to make any required payment to the City, as specified in this Contract.
- F. The Contractor is assessed performance fees pursuant to Section 9.1 in excess of ten thousand dollars (\$10,000) during any consecutive six (6) month period; or
- G. The Contractor fails to resume full service to Customers within twenty-one days following the initiation of a labor disruption pursuant to Section 4.18.

The City reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of its default and opportunity to cure, stating the basis for the notice. However, if emergent circumstances arise that do not practically allow the City to wait ten (10) days for the Contractor to cure the default, the City may immediately enforce its rights under this Contract and/or provide the Contractor less than ten (10) day to cure. If the Contractor fails to cure, then the City may at its option terminate the Contractor's services under this Contract or take any other legal action necessary to remedy the default.

If the City decides to terminate the Contractor's services under this Contract as a result of the default and failure to cure, the City may make the effective date of the termination any time it deems prudent to serve the City's collection needs, including immediately upon delivery of the notice or such time that would allow for a transition to another service provider. Contractor agrees to continue providing service under this Contract after receiving notice of termination until the time the termination becomes effective and comply with all other applicable terms of this Contract, including, for example, removal or sale of containers and providing records and information to the City that will allow it to transition services.

Upon Contractor's services being terminated pursuant to this section, the surety of the Contractor's performance bond may, at its option, within ten (10) days from receiving written notice of the termination of Contractor's services, assume the services provided under this Contract that the City has ordered Contractor to discontinue and proceed to perform

same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

In the event that the surety on the Contractor's performance bond fails to exercise its option within the ten (10) day period, the City may complete the services provided under this Contract or any part thereof, either through contract with another party or any other means.

The City shall be entitled to recover from the Contractor and the surety on the Contractor's performance bond as damages all expenses incurred, including reasonable attorney's fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by the City.

If City employees provide Recyclables or Organics collection, the actual incremental costs of City labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the surety on the Contractor's performance bond.

10. GENERAL TERMS

10.1 Notices

All notices required or contemplated by this Contract shall be in writing and personally served or mailed (postage-prepaid and return receipt requested), addressed to the parties as follows, or as amended by the City:

To City:

City of Anacortes
Public Works Director
904 6th Street
Anacortes, WA 98221

To Contractor:

Waste Management of Washington, Inc.
Attn: Tami Yager
Area Director Public Sector Services
720 4th Ave, Suite 400
Kirkland, WA 98033

With a copy to:

Waste Management of Washington, Inc.
Attn: Legal Department
720 4th Ave, Suite 400
Kirkland, WA 98033

10.2 Collection Rights

The Contractor shall be the exclusive provider with which the City shall contract to collect Recyclables and Organics placed in designated Containers and set out in the regular collection locations within the City Service Area. The City shall not be obligated to join or instigate litigation to protect the right of the Contractor.

This Contract provision shall not apply to Recyclables or Organics self-hauled by the generator; (including drop-off recycling sites); to construction/demolition waste hauled by self-haulers or construction or demolition contractors in the normal course of their business; to Yard Debris generated and hauled by private landscaping services; or to commercial Organics hauled by common or private carriers.

The Contractor shall retain the right and cover all costs to dispose of and/or process and market the acceptable Recyclables and Organics collected pursuant to this Contract once these materials are placed in Contractor-provided or

City-owned Containers. The Contractor shall retain revenues gained from the sale of Recyclables or Organics. Likewise, a tipping or acceptance fee charged for Recyclables or Organics shall be the financial responsibility of the Contractor.

10.3 Record Keeping

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's services provided under this Contract. Those Contractor's accounts shall include, but shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional and deleted services provided under this Contract. The City shall be allowed access to these records for audit and review purposes.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and Organics on request within two (2) business days of the request. The weight slips may be requested for any period during the term of this Contract.

10.4 Insurance

The Contractor shall procure and maintain, for the duration of the Contract, insurance as set forth below. The cost of such insurance shall be paid by the Contractor. Contractor's maintenance of insurance as required by this Contract 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.

10.4.1 Minimum Scope of Insurance

The Contractor shall obtain insurance that meets or exceeds the following of the types described below. These required coverage levels may be altered at the Contractor's request if the City Attorney determines, in their sole discretion, that the altered levels provide sufficient protection of the City's interest.

- A. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 20. Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.
- B. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using current ISO form CG 25 03 or an endorsement form providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City of Anacortes shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City of Anacortes using the current ISO Additional Insured endorsement CG 20 10 and the current Additional Insured-Completed Operations endorsement CG 20 37 or substitute endorsements providing at least as broad coverage.
- C. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, which includes stop gap liability. The Contractor's ACORD form shall reflect evidence of the stop gap liability included under the Workers' Compensation coverage.

- D. Contractor's Pollution Liability insurance coverage covering any claim for bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo.

10.4.2 Minimum Amounts of Insurance

Contractor shall maintain at a minimum the following insurance limit:

- A. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) per accident. Limits may be achieved by a combination of primary and umbrella policies.
- B. Commercial General Liability insurance shall be written with limits no less than three million dollars (\$3,000,000) each occurrence, five million dollars (\$5,000,000) general aggregate, and a two-million-dollar (\$2,000,000) products-completed operations aggregate limit. Limits may be achieved by a combination of primary and umbrella policies.
- C. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Contractor's Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$5,000,000 per loss, with an annual aggregate of at least \$5,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the Contract is completed.

The Public Entity shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy. Coverage certified to the City of Anacortes under this paragraph must be maintained in minimum amounts of \$5,000,000 per loss, with an annual aggregate of at least \$5,000,000.

10.4.3 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

- A. The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it. The City, its officials, employees, and volunteers shall be included as additional insured on the Contractor's insurance policy.
- B. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after thirty (30) days prior written notice has been given to the

city. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, or non-renewal of any insurance immediately on receipt of insurers' notification to that effect.

10.4.4 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VIII.

10.4.5 Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least a month before the Date of Commencement of Service of this Contract. The Contractor shall provide new/updated certificates of insurance each year when the policy renews.

10.4.6 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor, including the requirement that the City, its officials, employees, and volunteers be named additional insured on the Contractor's insurance policy.

10.5 Performance Bond

The Contractor shall provide and maintain at all times during the Term of the Contract a valid Contractor's Performance and Payment Bond or bonds, letter of credit, or other similar instrument acceptable to and approved in writing by the City in the amount two hundred fifty thousand dollars (\$250,000) (the "Bond"). The Bond shall be issued for a period of not less than one (1) year, and the Contractor shall provide a new Bond and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond then in effect.

10.6 Indemnification

10.6.1 Indemnify and Hold Harmless

The Contractor shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, agents, volunteers, and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees, injuries, sickness, or death of any person, or damage to or destruction of property of any kind, whether tangible or intangible, including loss of use resulting therefrom, arising out of, in connection with, or incident to the work performed under this Contract to the fullest extent permitted by law, provided, however, that:

- A. The Contractor's obligation to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, damage, or destruction to the extent caused by sole negligence of the City, its officers, agents, or employees.
- B. The Contractor's obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage, or destruction caused by or resulting from concurrent willful or negligent acts or actions of the Contractor and the City shall apply only to the extent of the Contractor's negligence.

The City shall notify the Contractor in writing of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and shall give the Contractor the opportunity to defend such claim (including the sole right to select and retain counsel of its own choice to represent it in connection with such claim), and shall not settle the claim without the prior written approval of the Contractor, which approval shall not be unreasonably withheld (and if the

Contractor elects to defend such claim, the Contractor shall have the sole and exclusive right to resolve and settle such claim, so long as the City has been absolved of any and all liability). The City shall be entitled to fully participate with the Contractor in its defense of the City. The City may employ separate counsel to participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this section. The City shall be entitled to recover its reasonable attorney's fees incurred in enforcing Section 10.6.

10.6.2 Industrial Insurance Immunity Waiver

With respect to the obligations to hold harmless, indemnify, and defend provided for herein, as they relate to claims against the City, its officers, agents, and employees, the Contractor hereby waives the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness, or death suffered by the Contractor's employees that is caused by or arises out of the Contractor's negligent exercise of rights or privileges granted by the Contract. This waiver is mutually agreed to by the parties and applies to no third person or entity.

10.7 Confidentiality of Information

Under Washington State law, any written or recorded information (including but not limited to written, printed, graphic, electronic, photographic, or voice mail materials and/or transcriptions, recordings, or reproductions thereof) created or submitted in performance of this Contract are a public record under the Public Records Act, Chapter 42.56 RCW, and are subject to mandatory disclosure to any person unless the City or court with jurisdiction determines an applicable exemption applies.

10.8 Assignment of Contract

10.8.1 Assignment or Pledge of Money by the Contractor

The Contractor shall not assign or pledge any of the money due under this Contract without securing the prior written approval of the surety of the Contractor's performance bond and providing at least thirty (30) calendar day's prior written notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract. The requirements of this section shall not apply to the grant of a general security interest in Contractor's assets to secure Contractor's obligations under any loan or credit facility entered into by Contractor or Contractor's parent.

10.8.2 Assignment, Subcontracting, Delegation of Duties

The Contractor shall not assign or sub-contract any of the incidental services provided under this Contract or delegate any of its duties under this Contract without the prior written approval of the City.

In the event of an assignment, sub-contracting, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the services to be provided under this Contract. The City may impose conditions of approval on any such assignment, subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee, subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor, or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this clause.

Supplier agreements for vehicles, part, fuels, and other general supplies are exempt from this reporting requirement.

For the purposes of this Contract any Change of Control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the Contract and releasing the previous ownership of all obligations and liability.

10.8.3 Name Change

In the event the Contractor undergoes a name change, the change shall be published and explained to Customers in a way that is reasonably calculated to avoid Customer confusion. The Contractor shall designate the name, logo, and colors under which it will be doing business in writing to the City within thirty (30) days of the effective date of the name change.

10.9 Laws to Govern/Venue

This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue shall be in Superior Court in the State of Washington for Skagit County.

10.10 Compliance with Applicable Laws and Regulations

The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to the work to be done under this Contract. Any violation of the provisions of this section shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age, disability, sexual orientation, or other circumstances as may be defined by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Without limiting the foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor must indemnify and hold harmless the City from all damages assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

The Contractor shall observe all weight-related laws and regulations in the performance of these services, including axle bridging and loading requirements.

10.11 Permits and Licenses

The Contractor and subcontractors shall secure a City business license and pay all fees and taxes levied by the City. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary to provide the services required herein prior to the Date of Execution of this Contract at its sole expense.

The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not limited to, license fees and all federal, state, regional, county, and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies, or activities related to the Contractor's activities under the Contract, business and occupation taxes, workers' compensation, and unemployment benefits.

10.12 Relationship of Parties

The City and Contractor intend that an independent City/Contractor relationship shall be created by this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City. .

10.13 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this Contract; however, the Contractor may negotiate separate agreements with Customers for the sole purpose of compactor leasing, commercial recycling, payment for recyclables, or other related services only when not included in this Contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this Contract. These separate agreements must be in writing and shall in no way expressly or by application supersede this Contract. The Contractor agrees these separate agreements shall not contain durations any longer than the final date of this Contract's term. The Contractor shall provide the City a detailed list of all such separate agreements with Customers upon City request. The City may, at its sole option, regulate similar or identical services in the successor to this contract.

10.14 Bankruptcy

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract, at the option of the City, may be terminated effective on the day and at the time the bankruptcy petition is filed.

10.15 Right to Renegotiate/Amend

The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, state statutory changes, or County rule changes, Washington State, or federal regulations regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to County disposal services. The City may also renegotiate this Contract should any Washington State, County, or City rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes. If the City elects to renegotiate under the foregoing provisions, the Contractor will negotiate in good faith, but any amendment, alteration or modification of to this Contract will be by mutual agreement only.

This Contract may be amended, altered, or modified only by a written amendment, alteration or modification, executed by authorized representatives of the City and the Contractor.

In the event that new or amended local, state or federal laws or regulations are enacted after the Effective Date of this Contract or if existing laws or regulations are challenged and overturned, and such has the effect of materially altering the terms of this Contract or preventing or precluding compliance with one or more provisions of this Contract, such provisions of this Contract may be modified or suspended by the mutual agreement of the parties as may be necessary to comply with such new or amended local, state or federal laws or regulations. The City and the Contractor shall agree to enter into good faith negotiations regarding such an amendment of this Contract that reflects the extent to which the provisions hereof have been so modified or suspended. If the City and Contractor cannot agree, despite their good faith

efforts, upon an amendment to the Contract, then the party who is negatively affected by the change in law shall have the right to terminate this Contract, upon ninety (90) days written notice.

10.16 Force Majeure

Provided that the requirements of this section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of God, including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, pandemics, epidemics, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, accident to machinery, equipment or materials, unavailability of required materials or disposal restrictions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor and are not the result of the willful or negligent act error or omission of the Contractor; and that could not have been prevented by the Contractor through the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

The following events do not constitute Force Majeure: Contractor strikes, other than nationwide strikes or strikes that by virtue of their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor; or general economic conditions.

If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify the City by telephone and email, on or promptly after the Force Majeure is first known, followed within seven (7) days by a written description of the event and cause thereof to the extent known; the date the event began, its estimated duration, the estimated time during which the performance of the Contractor's obligations will be delayed; the likely financial impact of the event; and whatever additional information is available concerning the event and its impact on the City and its Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify all Customers regarding the disruption in collection service in a manner similar to the notification required in the case of inclement weather under Section 4.8.

10.17 Illegal Provisions

If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of the Contract shall remain in full force and effect.

10.18 Waiver

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

10.19 Dispute Resolution

Prior to initiating any legal proceedings, the parties shall in good faith attempt to resolve any and all disputes to the mutual satisfaction of both parties through good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all services required to be provided by this Contract. Disputes not resolved in accordance with other provisions of this Contract or through good faith discussions may by mutual agreement be submitted to mediation upon terms and conditions agreed to by the Parties at that time. If the Parties do not agree to such alternative dispute

resolution after attempting to discuss such options in good faith, either party may enforce this Contract through legal proceedings in superior court.

The venue for any court action enforcing this Contract shall be Skagit County Superior Court and all applicable laws of Washington State shall govern the dispute. The prevailing party in any court action shall be entitled to collect all reasonable attorneys' fees and costs incurred to enforce the Contract.

10.20 Entirety

This Contract and the attachments affixed hereto are herein incorporated by reference and represent the entire agreement or contract terms between the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CITY OF ANACORTES

WASTE MANAGEMENT OF WASHINGTON, INC.

By: _____
Ryan Walters
Mayor

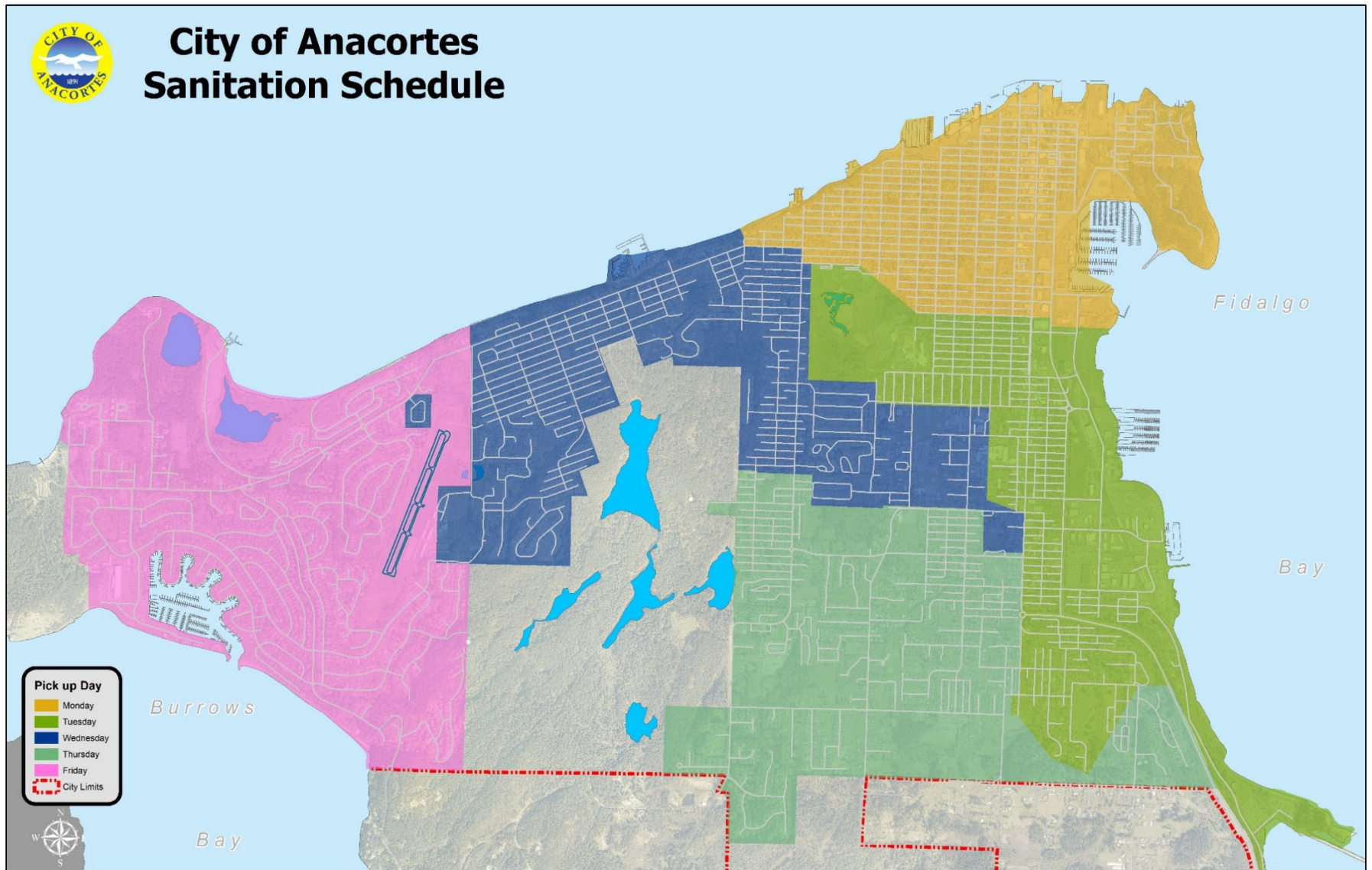
By: _____
Juan Gomez
Vice President and Assistant Secretary

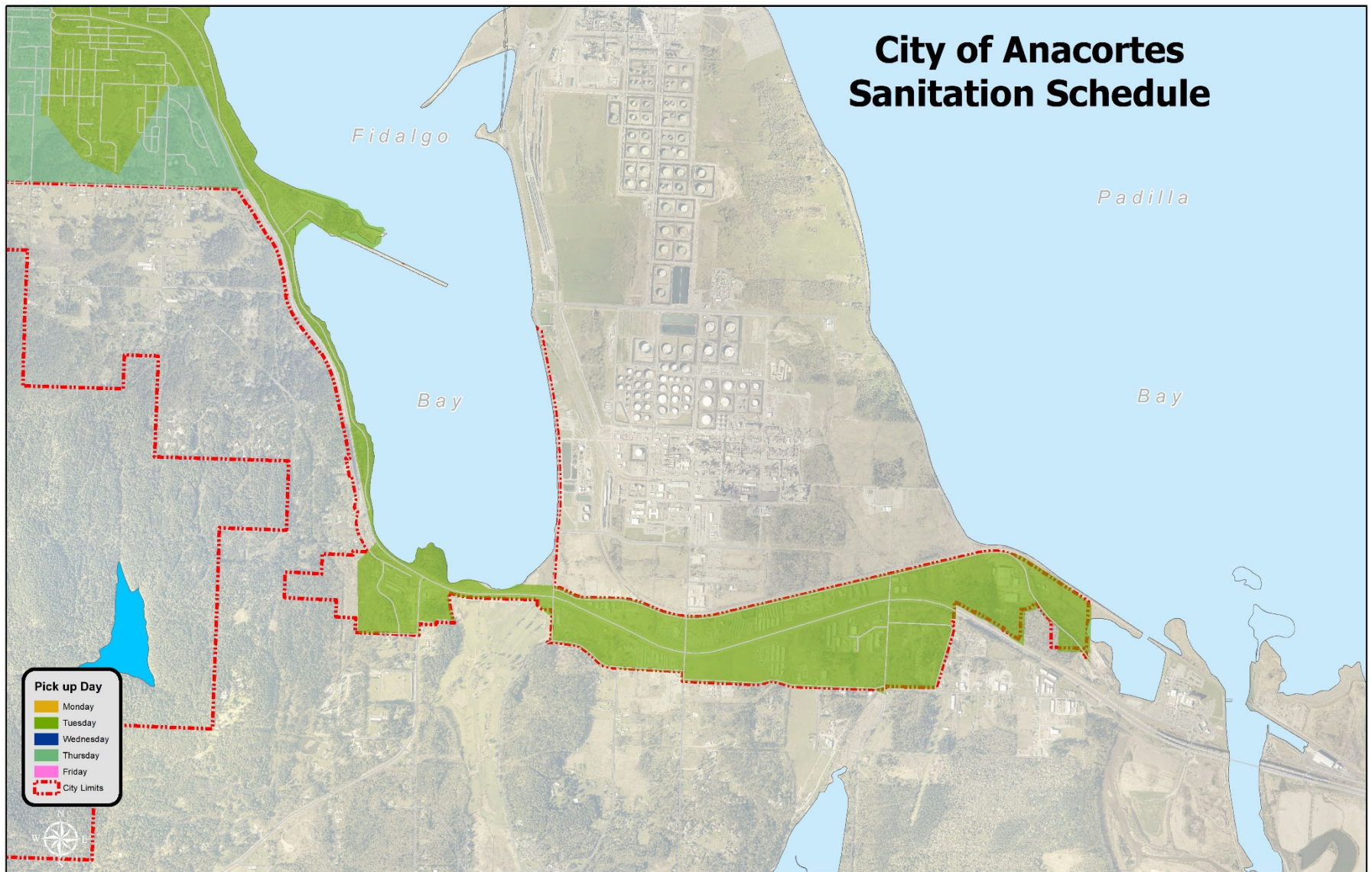
Date: _____

Date: _____

Approved as to Form

By: _____
City Attorney





ATTACHMENT B Contractor Rates (for July 1, 2027 to June 30, 2028)

Single-Family Weekly Services	Monthly Fee
Recycling Cart Service	\$14.50
Organics Cart Service	\$18.20
Additional Recycling or Organics Cart Services	\$6.50
Single-Family Additional Charges	Per Occurrence
Recycling Excess Materials	\$3.50
Recycling Contamination	\$5.25
Organics Excess Materials (per 32-gallon unit)	\$5.10
Organics Contamination	\$7.15
Return Trip	\$12.50
Cart Cleaning	\$17.10
Multifamily Weekly Services	Monthly Fee
Recycling Cart Service	\$14.50
Recycling 1 Yard Service	\$35.00
Recycling 2 Yard Service	\$70.00
Recycling 3 Yard Service	\$105.10
Recycling 4 Yard Service	\$140.10
Recycling 6 Yard Service	\$210.20
Organics Cart Service	\$25.00
Additional Recycling or Organics Cart Services	\$6.50
Multifamily Additional Charges	Per Occurrence
Recycling Cart Excess Materials	\$3.50
Recycling Detachable Container Excess Materials	\$5.25
Recycling Contamination	\$5.35
Organics Excess Materials (per 32-gallon unit)	\$5.10
Organics Contamination	\$7.15
Return Trip	\$12.50
Cart Cleaning	\$17.10
City Services	Per Occurrence
Event Servicing for two carts (per event day)	\$12.25
Truck and Driver (per hour)	\$189.90
Additional Labor (per person per hour)	\$94.90

ATTACHMENT C Accepted Recyclables and Organics

RECYCLABLES	DESCRIPTION	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
Glass	Food or beverage containers	Remove lids; empty of all food or liquids. Labels do not need to be removed. Materials should be empty, clean, and loose.	Leaded glass, window glass, broken dishes, ceramics.
Paper	- Office paper, copy paper, construction paper - Newspaper, magazines, catalogs, and paper inserts - Mail and paper inserts - Envelopes - Kraft paper bags or boxes - Cereal, cookie, and cracker boxes - Paper towel and toilet paper tubes - Tissue boxes - Non-foil wrapping paper - Paper Cups	Remove plastic bags (exterior or interior), plastic packaging, metal, electronics, magnets, twine, straws, lids and any food or liquids. Must be dry. Plastic windows in paper envelopes okay. Maximum dimensions shall be two (2) feet by two (2) feet. Materials should be empty, clean, and loose.	Shredded paper; paper envelopes with bubble wrap liners, insulation liners or envelopes made from plastic (Tyvek); laminated paper, stickers, labels, photos, carbon paper, receipts, paper affixed to magnets; wax or poly-coated cups, cartons, or aseptic containers; pet food bags; mixed material bags; wet or soiled paper; paper with large amounts of paint or glue
Cardboard	- Cardboard boxes - Cardboard packaging - Cardboard beverage 'flats' or nursery 'flats'	Flatten all cardboard. Remove all interior packaging, block foam, packing peanuts and exterior plastic wrap. Do not bundle with tape or twine. External tape okay. Oversized cardboard can be placed next to cart/container. Must be dry.	Waxed cardboard, wet cardboard

RECYCLABLE	DESCRIPTION	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
Metal	Ferrous and nonferrous scrap metal and food or beverage containers, including lids larger than 3 inches but free of wood, rubber and other contaminants.	Remove all exterior packaging; remove lids; empty of all food or liquids. Labels do not need to be removed.	Aluminum foil and trays; sharp or greasy metal; batteries; propane tanks, microwaves; electrical cords; cell phones; car snow chains; metal appliances; computers; televisions; fuel tanks; computers; TVs;
Plastic	• PET/PETE bottles (#1 plastic) • HDPE bottles/jugs (#2 plastic) • Dairy tubs, e.g. butter, yogurt, cottage cheese (#5 plastic) • Plastic Cups (#1, #2, #5 plastic)	Plastic bottles with plastic screw-on lids are okay <u>if</u> lids are screwed back on, remove all other lids; remove straws; empty of all food, liquids or other debris. Labels do not need to be removed.	All #3, #4, #6 & #7 plastics. No plastic bags, plastic film; #6 plastic cups, plastic bottles that contained Household Hazardous Waste listed materials; deli, bakery and produce clamshell containers; loose lids – any size; plant trays; PVC; large rigid plastic (outdoor furniture, laundry baskets), swimming pools, toys, etc.; hoses; landscaping/sprinkler tubing; polystyrene or foam (commonly known as Styrofoam)
Miscellaneous Materials			Fluorescent tubes, conventional glass light bulbs, LED bulbs, syringes/sharps/needles or Hazardous Waste

ORGANICS	DESCRIPTION	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
Organics	- Yard Debris includes tree trimmings, grass clippings, leaves, organic garden waste such as fruits, vegetables, and plant matter. - Food Scraps include all food waste and food-soiled paper.	- Food Scraps should be layered between yard waste or newspaper to absorb liquids. - Yard Debris that doesn't fit inside the provided yard waste Container with the lid closed shall be charged an Extra Yard Debris fee. Extra Yard Debris must be prepared by placing in 32-gallon receptacles (weighing no more than 65 lbs.) such as cans (with handles) or kraft paper bags and should be labeled as "Yard Debris". - Yard Debris bundles must be tied with sisal twine and shall not exceed 4'x2' in size.	- Plastic bags are not permitted, as they are not compostable and create problems at the composting facility. No plastics whatsoever may be included in Organics. Approved Compostable food scrap bags that are not plastic are acceptable. - Yard Debris exceeding 4' x 2' in size and/or Yard Debris Excess Materials weighing over 65 lbs. shall not be collected by Contractor.

New WM Contract for Recycling & Organics Collection

Public Works seeks Council authorization for new contract with WM to continue recycling and yard/food collection, services effective in July 2027.

WiL Ludemann, Operations Manager

April 6th, 2026



Current Residential Recycling & Organics Services



Weekly Recycling

Weekly collection and processing of recycling.



Yard & Food Waste

Optional Weekly collection and processing of organics.



Utility Billing

Residents pay for services through the combined Anacortes utility bill.



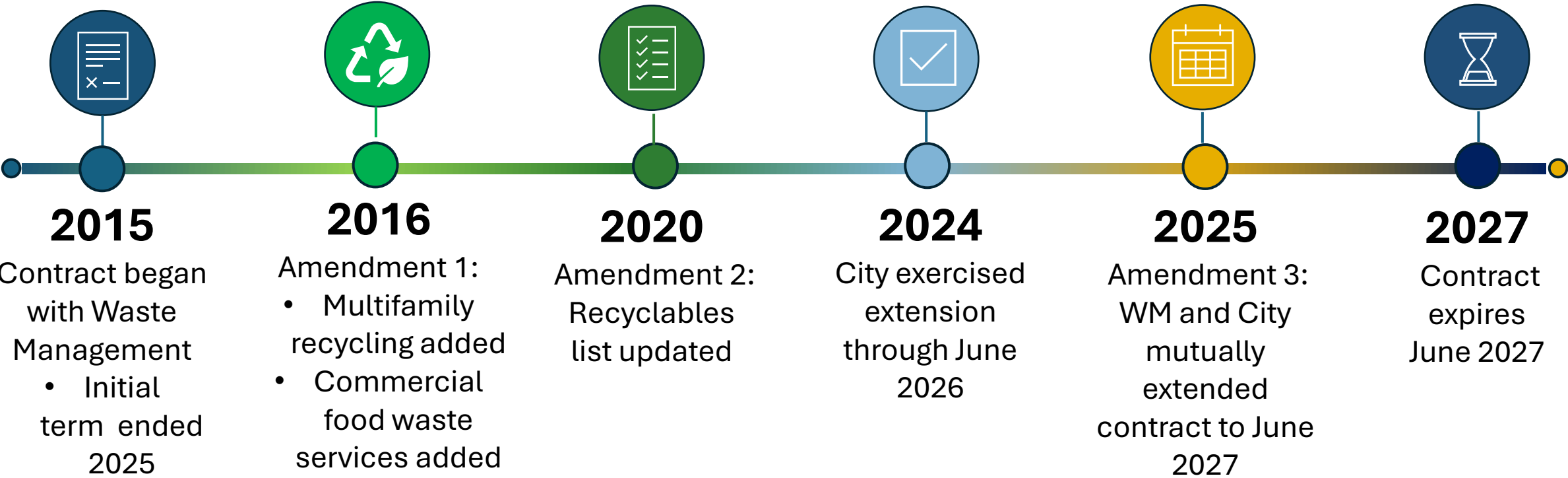
Customer Service

Customers contact both the City and WM for any service change or problems.





Current Contract Timeline





Financial Terms in New WM Contract



5 Year Contract

From July 2027 ending June 2032,
with two mutual 2-year extensions



15% Initial Rate Adjustment

Starting July 2027,
Followed by CPI-linked increases



6% Annual Cap

Future annual increases based
on CPI & capped at 6% per year



Typical New Contract Increases

(other jurisdictions) **20-40%**

VS



15% Anacortes



New Service Terms in WM Contract

WHAT STAYS THE SAME

- ✓ Weekly residential recycling continues
 - No reduction in recyclable items
- ✓ Optional weekly residential organics collection
- ✓ Commercial recycling service will continue to be serviced by open market vendors
- ✓ Most service standards remain unchanged, including:
 - Customer service
 - Holiday and snow recovery
 - Performance monitoring

WHAT'S NEW

- NEW** Contamination fees introduced to meet stricter recycling market requirements
 - Contamination = >10% of cart not compliant
 - 3rd strike/yr = Contamination charge
- NEW** Extra recycling is now an extra charge
 - New fees for overfilled recycling/organics totes (Lids must be down)
 - Additional recycling/Organics carts available for fee
- NEW** Commercial organics will be serviced by open market vendors due to new organics laws (only 5 accounts affected)
- NEW** Expanded WM assistance & education
 - Help for repeated contamination
 - Support for multifamily properties
 - Informational city mailers



Recommendation

Staff recommends the approval of this 5-year contract with WM for residential recycling and organics collection. With this contract in place, we can ensure a successful and uninterrupted continuation of the current services in June of 2027 when the current contracts last extension expires its.

Questions?

Thank You!



City Council Agenda Bill

April 6, 2026

Action Type: Presentation

Item: 7.b.

Title: 2026 End-of-Legislative-Session Recap from Emily Shay of Gordon Thomas Honeywell

Staff Contact(s): Ryan Walters

Approved for Submittal to Council by:

Greg Francioch
Ryan Walters

Summary: Emily Shay of Gordon Thomas Honeywell will provide a recap of the recently concluded 2026 legislative session in relation to the city's [legislative priorities](#) and recommended next steps.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. City of Anacortes End of Session Presentation



City of Anacortes

2026 Legislative Session



purpose

Overview of the 2026 Legislative Session

Outcomes of Anacortes's Priorities

Additional Legislative Issues

Next steps





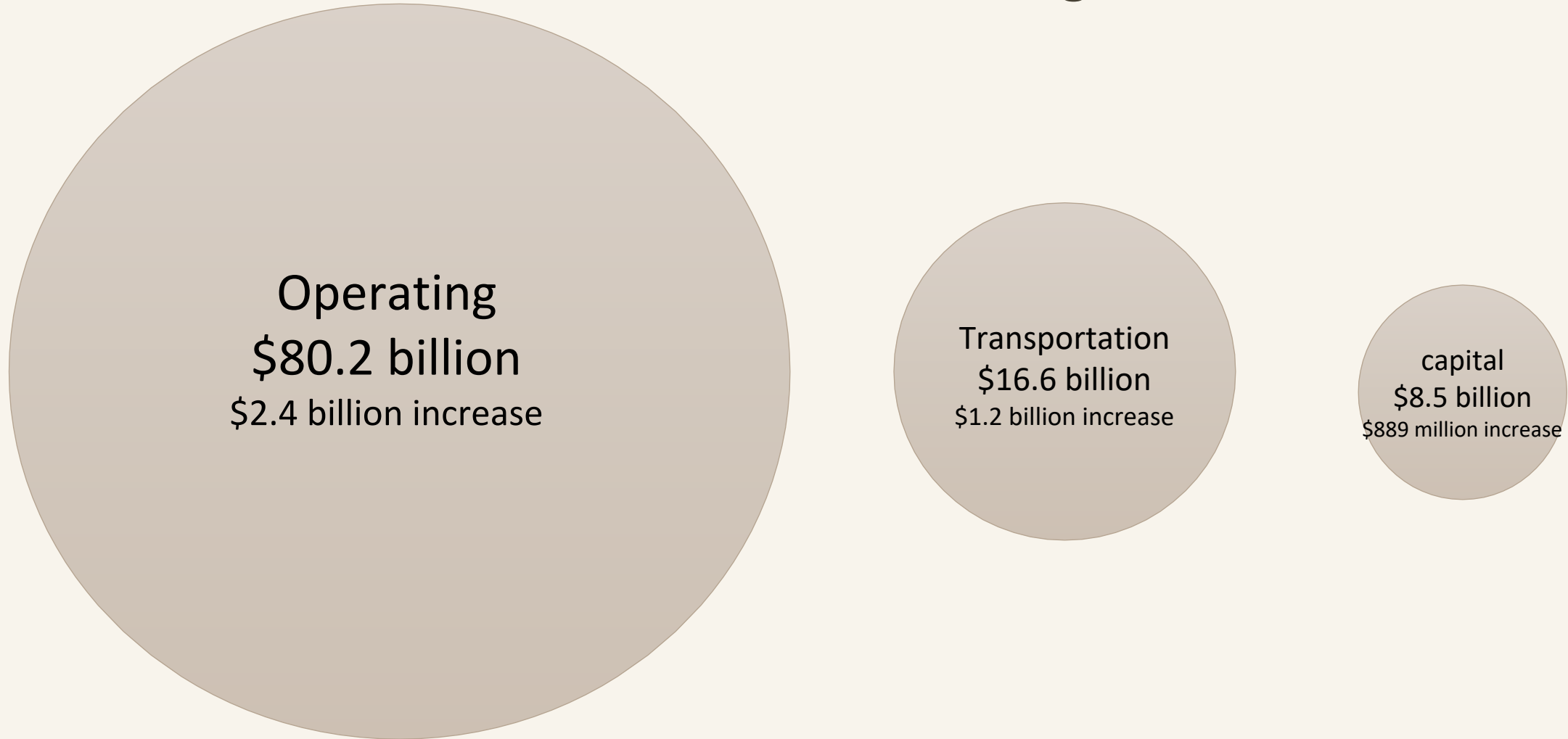
overview

2026 Legislative Session

General Context	Political Context
Second year of the biennium 60-day session	Democrats held strong majorities in House and Senate
Adopted supplemental operating, capital, and transportation budgets	Governor’s first-year developing budget proposal
1,238 bills introduced, 267 passed into law	Responses to federal government

Overview

2025-27 Biennial Budgets





Outcomes

Anacortes’s Priorities

Port/City Event Facility	❖ Request: \$515,000 for the Cap Sante Event Facility ❖ Final budget includes \$515,000
SR-20 Commercial Ave	❖ Request: completion of the Commercial Ave stretch on SR-20 ❖ The Senate draft included the full funding of \$500,000 ❖ The final budget did not include funding for the project ❖ No new revenue funding
Housing	❖ Passage of HB 2418 regarding permit review reform ❖ HB 1717 regarding sales tax remittance for affordable housing
Behavioral Health & Healthcare	❖ The City did not submit any new funding requests this session ❖ Passage of SB 5923 regarding critical access designation for Island Health ❖ Behavioral health investments continued to be stagnant

Additional Legislative issues

Land Use	❖ Passage of House Bill 2266 regarding STEP housing
Public Safety	❖ Automated License Plate Reader (ALPR) Technology Regulations (SB 6002)
Public Defense	❖ Millionaire's tax
State-Shared Revenues	❖ Public Works Assistance Account backfill ❖ Passage of HB 2442 regarding local tax revenue flexibility



Next steps

Thank your legislative delegation

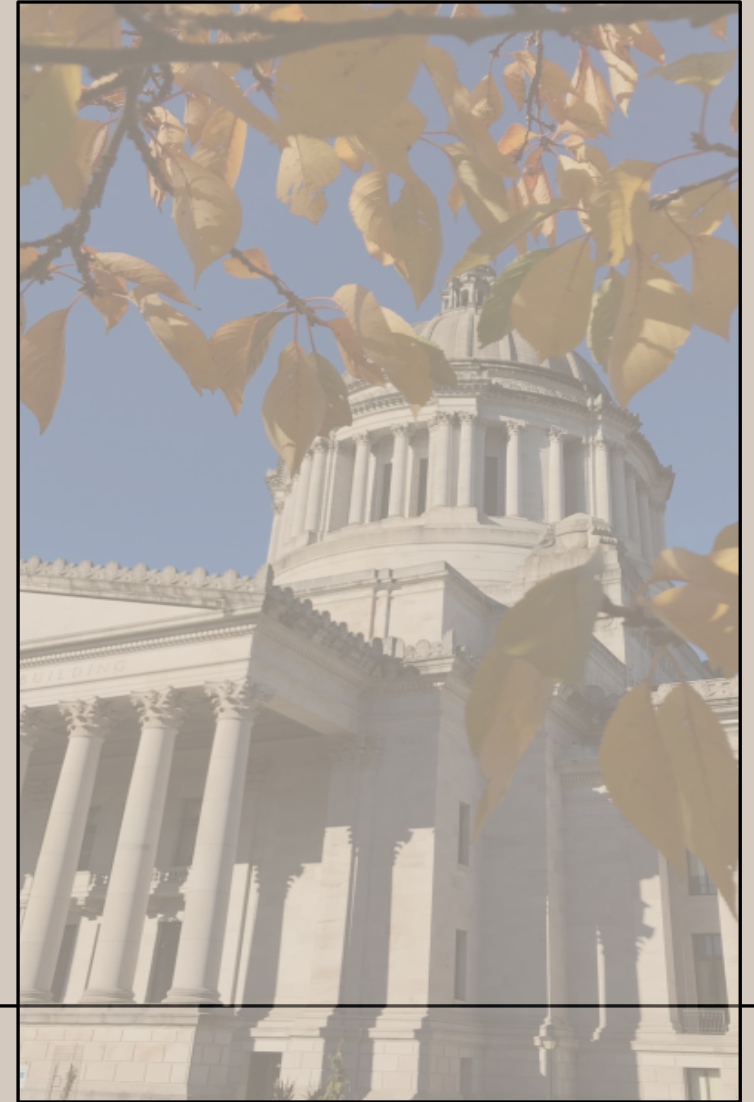
Prepare for the 2027-29 legislative biennium

State Legislator Elections in November

2027 Legislative Session begins January 11

Questions?

Emily Shay
State Lobbyist
253-753-5503
eshay@gth-gov.com





City Council Agenda Bill

April 6, 2026

Action Type: Contract Award

Item: 7.c.

Title: Contract Award: Hearing Examiner Services #26-134-LEG-001

Staff Contact(s): John Coleman

Approved for Submittal to Council by:

Tiffany Matson

John Coleman

Summary: City staff seeks City Council consent to award a contract to Laminar Law to provide Hearing Examiner services. Under this Agreement, Yoshi Kumara and Peregrin Sorter of Laminar Law shall serve as Hearing Examiners as described in Chapter 2.30 of the Anacortes Municipal Code. AMC 2.30.030(A) provides that the hearing examiner is appointed by the Mayor, with the concurrence of not less than 4 members of City Council.

Background:

1. History: AMC 19.20 requires a Hearing Examiner to hold hearings and render decisions on Type 3 project applications and appeals of Type 1 and 2 decisions. The Hearing Examiner also hears appeals of code enforcement orders per Title 20 AMC. The Hearing Examiner service the city previously contracted with is no longer able to perform the needed duties. The city seeks to enter into a contract with Laminar Law to provide Hearing Examiner services.

2. Key Terms:

- Period of performance is from inception through December 31, 2028. The City may, at its option, extend the contract on a year-to-year basis up to two (2) additional years.
- The City will pay flat-fee rates listed below for quasi-judicial projects and will pay \$275/hour for hearings of appeals.

FLAT-FEE RATE TABLE

\$1,950	\$3,400	\$4,300
Single-Family Residential Variances and Conditional Use Permits	Multifamily Residential Variances and Conditional Use Permits	Binding Site Plans and Preliminary long subdivisions
	Commercial, Industrial, and Public Agency Variances and Conditional Use Permits	Shoreline Variances and Conditional Use Permits
	Critical area variance - Reasonable Use Exceptions	Multi-permit Applications
	Zone boundary determinations	
	Essential public facilities	

3. Competitive Bidding: This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	Laminar Law
Funding Source	Rates/User Fees; Operating Budget. Costs paid by applicant for project decisions. Appeals fees paid out of Planning Professional Services
BARS #	001.240.558.60.41
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/28

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 26-134-LEG-001 with Laminar Law to provide Hearing Examiner Services and that Council concurs with the Mayor's appointment of Laminar Law.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 26-134-LEG-001
2. Laminar Law Statement of Qualifications for Hearing Examiner Services
(Anacortes)



AGREEMENT 26-134-LEG-001

Between THE CITY OF ANACORTES AND LAMINAR LAW

HEARING EXAMINER SERVICES

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Laminar Law, hereinafter referred to as the "Consultant" or "Hearing Examiner".

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

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

1. **Scope of Work.** Under this Agreement, Yoshi Kumara and Peregrin Sorter of Laminar Law shall serve as Hearing Examiners as described in Chapter 2.30 of the Anacortes Municipal Code ("AMC"). All work shall be performed under the direction of the Planning, Community, and Economic Development Director, or designee, hereinafter referred to as Project Manager. Work includes:

- a. Perform a variety of administrative and quasi-judicial duties related to matters ranging from land use and environmental cases, code enforcement actions, to appeals of Department determinations; conduct open public hearings to assure due process in an impartial, objective and timely manner; and render decisions and recommendations to the City.
- b. Conduct quasi-judicial and administrative hearings, applying relevant federal, State or local standards and decisional law; receive, consider and examine testimony and exhibits related to matters heard; prepare a case record and enter findings, conclusions, decisions, and recommendations to the City.
- c. Hear, recommend, or decide various land use issues as provided for by City ordinances; assure compliance with City, state and federal environmental regulations; consider statutory requirements and community guidelines in determining the appropriate size, scale and design of development projects.
- d. Conduct hearings of appeals for code enforcement actions taken pursuant to City ordinances.
- e. Analyze technical drawings and development plans and make relevant decisions in keeping with land use laws, regulations and policies.
- f. Prepare the Hearing Examiner Report as mandated by Section 2.30.100 AMC; render decisions in writing that are clear, complete and internally consistent, factually accurate, and legally sufficient, and provide to the City for distribution to parties of record and interested parties.

2. **Compensation.** The City will pay the Hearing Examiner the flat-fee rates listed below. For matters not listed in the flat-fee rate table and not substantially similar to matters listed in the flat-fee rate table, the City will pay the Hearing Examiner a rate of \$275 per hour for services provided, not including travel time to and from the City. Payment of the hourly rate will be for time actually devoted to rendering services under this agreement, for hearings assigned, and time necessary for hearing and decision preparation. This compensation rate may be adjusted annually by the City. The Hearing Examiner shall keep accurate time records and shall provide such records for review by the City as requested.

FLAT-FEE RATE TABLE		
\$1,950	\$3,400	\$4,300
Single-Family Residential Variances and Conditional Use Permits	Multifamily Residential Variances and Conditional Use Permits	Binding Site Plans and Preliminary long subdivisions
	Commercial, Industrial, and Public Agency Variances and Conditional Use Permits	Shoreline Variances and Conditional Use Permits
	Critical area variance - Reasonable Use Exceptions	Multi-permit Applications
	Zone boundary determinations	
	Essential public facilities	

3. **Period of Performance.** The period of performance under this Agreement is from inception through December 31, 2028. The City may, at its option, extend the contract on a year-to-year basis up to two (2) additional years.

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

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

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

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

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

6. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, Agreement Number, and amount requested per invoice. Invoices for flat rate matters shall include a summary of work completed; for all other matters, invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice no more frequently than monthly and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

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

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

11. **Indemnification / Hold Harmless.** The Hearing Examiner shall indemnify, defend and hold harmless the City, its officers, agents, employees and volunteers, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from legal malpractice, civil rights violations, injury or death to persons, including injuries, sickness, disease or death to Hearing Examiner's own employees, or damage to property occasioned by a negligent act, omission, or failure of Hearing Examiner.

Except in cases where the City elects to appeal or challenge an action or decision of the Hearing Examiner, the City will actively represent the Hearing Examiner and defend any and all legal challenges to or appeals of any action and/or decision rendered by the Hearing Examiner when acting within the scope of the quasi-judicial duties called for by this agreement, to the same extent as it would for any other City quasi-judicial decision maker. The costs of such legal representation shall not be charged to the Hearing Examiner as long as the action taken and/or decision rendered is within the scope of the quasi-judicial duties called for in this agreement. The City reserves the right to settle any such appeal or legal challenge to any such action or decision in any manner deemed appropriate by the City with or without consulting with or obtaining the consent of the Hearing Examiner. In the event that any action taken and/or decision rendered is determined to be outside the scope of the Hearing Examiner's quasi-judicial duties, the City shall have no obligation to represent or defend the Hearing Examiner or any action taken and/or decision rendered, and the Hearing Examiner's indemnity obligations set forth in this agreement shall apply.

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

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

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

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

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

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

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

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

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

Verification of coverage shall include:

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

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

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

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

13. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the applicable laws of the state for their profession. In addition, Anacortes Municipal Code requires that every business located within the city limits of Anacortes register the business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$4,000 or more within Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

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

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

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

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

20. Right to Terminate Agreement.

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

B. Termination for Convenience: This Contract may be terminated by either Party at any time. Termination for convenience is effective upon 60 calendar days' written notice to the other Party. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by either party, at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement.

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

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

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

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

25. **Disputes**

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

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

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

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

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

27. **Compliance with Laws**. The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and

operation of facilities, programs and accreditation, executive proclamations, all applicable Washington Dept. of Labor & Industries (L&I) and Occupational Safety & Health Administration (OSHA) safety standards, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

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

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

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

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

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

CONSULTANT:
Laminar Law
Yoshi Kumara
1919 N Union Avenue
Tacoma, WA 98406
yoshi@laminarlaw.com

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

CITY OF ANACORTES

LAMINAR LAW

By _____

By _____

Title _____

Title _____

Date _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



**STATEMENT OF QUALIFICATIONS
FOR HEARING EXAMINER SERVICES**

To Whom it May Concern:

We propose that attorneys Peregrin K. Sorter (WSBA #40961) and Yoshi Kumara (WSBA # 41197) of Laminar Law, PLLC, be selected to serve as Hearing Examiners for the City of Anacortes to provide land use application hearings, administrative appeal hearings, and other quasi-judicial hearings at the City's request. Mr. Sorter's and Ms. Kumara's expertise in land use law and their demonstrated ability to produce timely decisions that are clear, thorough, and drafted efficiently to provide cost savings to the jurisdictions they serve will benefit Anacortes and its residents.

Attached please find background information on Laminar Law, a summary of our attorneys' experience and qualifications, a discussion of Laminar Law's approach to the Hearing Examiner process, fee proposal information, Mr. Sorter's and Ms. Kumara's resumes, and a list of professional references. Examples of recent land use decisions issued by Mr. Sorter and/or Ms. Kumara are available upon request.

Thank you for considering Laminar Law to provide hearing examiner services for the City of Anacortes. We look forward to hearing from you.

Sincerely,

Peregrin K. Sorter

Yoshi Kumara

Laminar Law, PLLC
1919 N. Union Avenue Tacoma, WA 98406
Phone: 206 658-3784 (Cell)
Email: peregrin@laminarlaw.com
UBI Number: 605 164 033
Federal EIN Number: 93-3236461

QUALIFICATIONS AND EXPERIENCE

Introduction to Laminar Law

Laminar Law, PLLC is a hearing examiner services company committed to providing high-quality land use hearing examiner services to a select number of jurisdictions in Washington. We believe that limiting the number of jurisdictions we serve ensures that our hearing examiners and support staff are readily available to schedule requested hearings, knowledgeable about the local planning policies and regulations governing our decisions, and able to efficiently produce decisions that are clear, thorough, and timely issued. Peregrin Sorter and Yoshi Kumara would serve Anacortes as its Hearing Examiners, with support provided by additional Laminar Law members as needed.

Laminar Law currently provides hearing examiner services for the Cities of Arlington, Bremerton, Des Moines, Granite Falls, Ocean Shores, Port Angeles, SeaTac, Sedro-Woolley, Sequim, Shoreline, Snoqualmie, and Woodinville, and for the Town of Steilacoom. Our attorneys have extensive land use law experience and have worked on numerous land use decisions. The jurisdictions we serve can attest to our track record of producing high-quality land use decisions in a timely manner.

Laminar Law is committed to diversity, equity, and inclusion, and our attorneys incorporate these values in their role as a Hearing Examiner, particularly in their interactions with members of the public who participate at hearings. We understand that applicants and members of the public come to hearings with different backgrounds and levels of knowledge about the process, and we strive to create an atmosphere that is welcoming and informative for all hearing participants. Laminar Law is certified as a Minority Business Enterprise from the Washington State Office of Minority and Women's Business Enterprises.

Laminar Law Attorneys

Peregrin Sorter

Peregrin Sorter serves as a managing attorney and hearing examiner for Laminar Law. Prior to founding Laminar Law, Mr. Sorter served as a managing attorney, chief legal writer, and pro tem hearing examiner for Sound Law Center (SLC). As chief legal writer for SLC, Mr. Sorter was responsible for drafting and reviewing hundreds of decisions produced by SLC. These prior decisions serve as an example of the high-quality decisions that the City, applicants, and members of the public can expect from Laminar Law.

Mr. Sorter also has over 10 years of experience as a staff attorney for Division II of the Washington State Court of Appeals, where he assisted judges in deciding appeals and drafting appellate opinions. Through that experience, Mr. Sorter gained valuable insight into what makes a hearing examiner decision withstand judicial scrutiny on appeal and has shaped his practice of producing timely, concise, and legally sound decisions, as well as his demeanor as a judicial officer.

Mr. Sorter graduated in 2008 from Rutgers School of Law, with high honors, where he received the law school's top writing award and was honored to teach Constitutional Law to high school students as a Marshall Brennan Fellow. Mr. Sorter currently volunteers as a board member for Banchemo Disability Partners (BDP), a nonprofit organization providing residential support services for clients with developmental disabilities and mental illnesses.

Yoshi Kumara

Yoshi Kumara serves as a managing attorney and hearing examiner for Laminar Law. Prior to joining Laminar Law, Ms. Kumara worked for the House Democratic Caucus of the Washington State Legislature in many different roles, most recently as Senior Counsel for the Appropriations committee, helping support legislators to develop and negotiate the state operating budget. In addition, Ms. Kumara's has served as a policy expert primarily on issues involving agriculture and natural resources, land use, and state-tribal relations. Her knowledge of state-level land use policy and her experience navigating complex disputes have helped her in her current role as a land use hearing examiner.

Ms. Kumara graduated from The Evergreen State College – Tacoma in 2006 and completed law school at Rutgers School of Law in 2009 with high honors. Ms. Kumara served on the Tacoma Transportation Commission from 2013-2016, where she helped to develop the first Transportation Master Plan for the City of Tacoma. Ms. Kumara is currently in the process of becoming a certified mediator with the Thurston County Dispute Resolution Center.

Neil Savage

Neil Savage serves as Laminar Law's legal editor. Mr. Savage reviews all decisions prior to delivery to ensure consistency and readability. We believe that the services of a legal editor are vital for ensuring that our written decisions reflect the professionalism and neutrality that are embodied in the entire hearing examiner process. Mr. Savage graduated from Lewis and Clark Law School in 1989 and works as a freelance editor and indexer for legal publishers across the country.

APPROACH TO HEARING PROCESS

Laminar Law prides itself on conducting hearings that are respectful and efficient while welcoming members of the public to express their concerns. Our hearing examiners facilitate this process by creating an atmosphere that is courteous to witnesses and acknowledges their opinions. We believe that a good result from the hearing process is that, regardless of the ultimate outcome of the decision, all interested parties feel that their concerns were heard and addressed.

Hearing Preparation

Our hearing examiners begin this process by reviewing the entire record prior to the hearing so that they are familiar with the law governing the decision and any potential issues that may arise

at the hearing. They then prepare questions designed to streamline the hearing process by ensuring both that they have a thorough understanding of the proposal and that issues raised by members of the public are heard and addressed. For example, if the record contains several public comments raising concerns about tree removal associated with a project, our hearing examiners may ask City staff to discuss tree removal and replacement requirements of the municipal code. Similarly, if members of the public raise concerns about a project's traffic impacts, our questions may be focused on level-of-service and traffic impact fee requirements. We have found that addressing the laws and regulations governing issues raised by members of the public prior to their opportunity to testify helps to focus public testimony on issues relevant to the decision and thereby facilitates an orderly and efficient hearing process.

Specific Hearing Formats

For application hearings, we generally adhere to the following format:

1. The Hearing Examiner provides introductory remarks that explain the application, applicable laws, and the process for the hearing. Providing this initial explanation helps lay the groundwork for how the hearing will proceed and provides applicants and the public with confidence in the Hearing Examiner.
2. City staff provide an overview of the proposal and any City recommendations.
3. The Applicant and any witnesses for the Applicant are given the opportunity to provide additional information.
4. Members of the public are invited to provide comments on the application.
5. The Applicant and City staff may respond to public comments.
6. The Hearing Examiner closes the hearings, thanks all present for attending, and explains that a decision shall be issued within the time specified in the municipal code.

For administrative appeal hearings, we generally adhere to the following format:

1. The Hearing Examiner provides introductory remarks that explain the appeal, applicable laws, and the process for the appeal hearing.
2. The Hearing Examiner addresses any motions raised by the Appellant, the City, and/or the Applicant
3. The Appellant presents testimony of witnesses, and the City and Applicant are provided with the opportunity to cross-examine those witnesses.
4. The City presents testimony of witnesses, and the Appellant and Applicant are provided with the opportunity to cross-examine those witnesses.
5. The Applicant presents testimony of witnesses, and the Appellant and City are provided with the opportunity to cross-examine those witnesses.
6. If requested, the Hearing Examiner allows closing remarks from each party. Alternatively, the Hearing Examiner may allow for the submission of written closing remarks from each party.
7. The Hearing Examiner closes the hearing, thanks all present for attending, and explains that a decision shall be issued within the time specified under the municipal code.

Decision

Our greatest asset to the jurisdictions we serve is our ability to consistently produce decisions in an efficient manner to provide significant cost savings, while ensuring that those decisions are easily understood by applicants and members of the public. Our decisions also include detailed legal analyses to provide guidance to City staff and potential applicants on future land use matters. Our decisions are reviewed by Laminar Law's legal editor prior to being issued to confirm that they reflect the professionalism and neutrality that is embodied in the entire hearing process.

TYPICAL TIMELINE FOR COMPLETING TASKS

Laminar Law understands the budgetary concerns of local jurisdictions and that a proposed hourly rate provides little guidance when evaluating a proposal absent information about the typical timeline for conducting a hearing and issuing a decision. Accordingly, in addition to offering a flat fee rate for specific decision types (discussed further below), the following provides an estimated number of hours to complete each task involved in the hearing process:

- Preparation for Hearing:
 - Single-family residential or small commercial projects (typically 30 minutes to 1.5 hours)
 - Large commercial, residential, or mixed-use development projects; multi-permit projects; or projects with extensive technical reports or community opposition (typically 1.5 to 3.5 hours)
- Hearing:
 - Single-family residential or small commercial projects (typically 30 minutes)
 - Large commercial, residential, or mixed-use development projects; multi-permit projects; or projects with extensive technical reports or community opposition (typically 45 minutes to 2 hours)
- Decision Drafting:
 - Single-family residential or small commercial projects (typically 5 to 8 hours)
 - Large commercial, residential, or mixed-use development projects; multi-permit projects; or projects with extensive technical reports or community opposition (typically 8 to 15 hours)
- Decision Editing:
 - Single-family residential or small commercial projects (typically 30 minutes to 1 hour)
 - Large commercial, residential, or mixed-use development projects; multi-permit projects; or projects with extensive technical reports or community opposition (typically 1 to 2.5 hours)

Total time:

- Single-family residential or small commercial projects (typically 6.5 to 11 hours)
- Large commercial, residential, or mixed-use development projects; multi-permit projects; or projects with extensive technical reports or community opposition (typically 11.25 to 23 hours)

FEE PROPOSAL

Our typical contract rate for all legal work associated with hearing examiner services is **\$275/hour**. Laminar Law does not charge for travel time or materials. As an alternative, the City may consider implementing a flat-fee billing structure based on application types to provide cost consistency and predictability. Should Anacortes elect to implement a flat-fee billing approach, we propose the following structure for typical land use applications and are willing to further discuss fees for other specific application types to meet the City's needs.

\$1,950	\$3,400	\$4,300
Single-Family Residential Variances and Conditional Use Permits	Multifamily Residential Variances and Conditional Use Permits	Preliminary Plat Applications and Major Amendments
	Commercial, Industrial, and Public Agency Variances and Conditional Use Permits	Planned Residential Developments
	Shoreline Substantial Development Permits	Shoreline Variances and Conditional Use Permits
	Reasonable Use Exceptions	Multi-permit Applications
	Rezone Recommendations	

Due to the variety of issues that may be raised in administrative and code enforcement appeals, and other consulting or reporting required by the code or requested by the City, Laminar Law typically charges an hourly rate for these matters but is willing to discuss implementing a flat-rate approach if that is the City's preference.

PEREGRIN SORTER

1919 N. Union Ave. | Tacoma, Washington 98406 | (206) 658-3784 | peregrin@laminarlaw.com

Experience and qualifications

Washington State Bar Association member in good standing (admitted 2008).

WSBA number: 40961

Laminar Law, PLLC

Tacoma, WA

Founder, Managing Attorney, Hearing Examiner

March 2023–Present

Founded Laminar Law, PLLC, to provide land use hearing examiner services to local governments in Washington State. Responsibilities include presiding over, and issuing decisions for, land use application hearings and administrative appeals.

Sound Law Center, LLC

Seattle and Tacoma, WA

Managing Attorney, Chief Legal Writer

January 2020–February 2023

Served as managing attorney and Chief Legal Writer for Sound Law Center. Responsibilities included overseeing all business matters related to the operation of Sound Law Center, drafting and editing decisions issued by hearing examiners, and supervising contract legal writers and pro tem hearing examiners.

Washington State Court of Appeals, Division II

Tacoma, WA

Staff Attorney

August 2012–December 2020

Assisted the Court in resolving direct appeals and personal restraint petitions by reviewing record, researching applicable law, and drafting prehearing memoranda and opinions. Screen notices of appeal for compliance with appellate rules, consolidation with other pending cases, and disposition track. Made recommendations for disposition of all types of motions and draft orders and rulings for panels.

Law Clerk for the Honorable Marywave Van Deren

August 2011–July 2012

Law Clerk for the Honorable Christine Quinn-Brintnall

August 2008–July 2010

Reviewed appellate briefs and trial court records, researched applicable law, and drafted bench memoranda. Assisted judges in drafting and editing an average of three court opinions per month. Performed technical source citation checks on opinions in accordance with Washington Court standards.

Banchero Disability Partners

Seattle and Shoreline, WA

Board Member, President

November 2008–Present

On a volunteer basis, responsible for the functions of an agency that provides 24-hour case management services to clients with developmental disabilities and mental illnesses, including policy administration, public and community relations, finance, personnel and program planning and evaluation.

Independent Living Advocate

September 1999–August 2005

Provided direct support and services to adults with developmental disabilities in their homes and community.

Nielson, Broman & Koch PLLC.

Seattle, WA

Indigent Criminal and Parental Dependency Appeals Attorney

August 2010–July 2011

Contracted with law firm to represent clients appealing from criminal convictions and parental dependency/termination orders. Reviewed trial record, drafted briefs, and presented oral argument in all three divisions of the Court of Appeals.

Disability Rights New Jersey

Trenton, NJ

Legal Intern

Summer 2007

Worked with the Director of Litigation on two high-impact systemic litigation cases.

Conducted fact investigations at all New Jersey Psychiatric Hospitals.

Disability Rights Washington

Seattle, WA

Legal Intern

Summer 2006

Screened potential clients and provided self-help information and referral services.

Handled all prisoner correspondence, requests for information, and referrals.

Education

Rutgers University School of Law – Camden, NJ

J.D. magna cum laude, May 2008

Blaine E. Capehart Award for Excellence in Legal Writing, 2008

Pro Bono Publico Award, 2008

Marshall-Brennan Fellow, Fall 2007–Spring 2008

Research Assistant for Professor Sarah Ricks, Fall 2007–Spring 2008

University of Washington – Seattle, WA

B.S. in Psychology, June 2004

EXPERIENCE

Laminar Law - Tacoma, Washington

Managing Attorney and Hearing Examiner – November 2024-present

Provides land use hearing examiner services to local governments in Washington State.

Responsibilities include presiding over, and issuing decisions for, land use application hearings.

Washington State House of Representatives - Olympia, Washington

Senior Counsel, House Democratic Caucus - November 2016-October 2024

- Served as policy counsel to House Committees including Appropriations; State Government and Tribal Relations; and Agricultural and Natural Resources, facilitating collaboration among diverse stakeholders to shape effective legislation.
 - Major legislative areas include:
 - Natural resources budget lead, including Climate Commitment Act budget development and negotiations
 - Tribal consultation and relationship with the legislature and legislative process
 - Water availability, including the legislative responses to the *Hirst* and *Foster* Supreme Court Decisions
- Partnered with legislators from both parties and interest groups to transform policy ideas into legislation, ensuring all voices are heard and incorporated.
- Guided legislators through complex negotiations, leveraging strong communication skills to identify common ground and achieve satisfactory resolutions.

Communications Specialist, House Democratic Caucus – February 2015-August 2019

- Collaborated with legislative offices to provide clear, engaging, written and visual materials for legislative offices to use in both internal and external communications.
- Created messaging strategies for legislation, ensuring constituents and the broader public are well-informed and engaged.

Legislative Aide, Representative Joe Fitzgibbon - September 2011-February 2015

- Managed all aspects of the legislative office, prioritizing open communication and relationship building with legislators, staff, lobbyists, and community.
- Facilitated bill development including a lengthy process to update the State Environmental Policy Act, which involved ensuring that differing positions and concerns were addressed.

EDUCATION

Rutgers University School of Law - Camden, New Jersey

Juris Doctor received May 2009, Magna Cum Laude

- Contributed to Governor Jon Corzine's *Blue Ribbon Panel on Immigrant Policy*.
- Marshall-Brennan Fellow – August 2007 - May 2008, taught civics with a focus on constitutional law at an alternative high school.

Admitted to the Washington State Bar Association in February 2010

The Evergreen State College - Tacoma Program - Tacoma, Washington

Bachelor of Arts in Interdisciplinary Studies received June 2006

- Served as Student Body President, leading meetings, facilitating constructive resolutions to disputes and advocating for initiatives to foster a more engaged environment, boost student participation in school and community events.

OTHER ACTIVITIES

- Thurston County Dispute Resolution Center
 - Completed 40-hour mediation training in May 2022
 - Currently in the process of becoming a certified mediator – expected completion by Winter 2025.
- Commissioner - Tacoma Transportation Commission, September 2013 – December 2016
 - Collaborated with other commissioners and city planning staff to develop the first Transportation Master Plan for the City of Tacoma.
 - Participated as a Transportation Commissioner and community member during the initial stages of the Tacoma Mall Subarea Plan.
- Volunteer literacy tutor – Tacoma Community House, September 2011 – September 2012
 - Worked one on one with adults teaching basic literacy skills and working through specific literacy goals related to employment, family, and education.

Professional References:

Marshall Read
Lead Planner
City of Ocean Shores
360-940-7489 (Office)
360-580-4465 (Cell)
mread@osgov.com

Robert Grumbach
Development Services Director
City of Woodinville
425-877-2271
robertg@ci.woodinville.wa.us

Ben Braudrick
Planning Supervisor
City of Port Angeles
360-417-4804 (Office)
360-406-0654 (Cell)

Ted Hunter
Founder, Sound Law Center
206-419-2269
tph@soundlawcenter.com

Representative Timm Ormsby, 3rd District
Washington State House of Representatives
360-786-7946
timm.ormsby@leg.wa.gov

Hon. Judge Lisa Worswick (Ret.)
Former Judge at Division II of the Washington State Court of Appeals
Pierce County Superior Court
Pierce County District Court
253-691-7050
lworswick@yahoo.com



City Council Agenda Bill

April 6, 2026

Action Type: Contract Award

Item: 7.d.

Title: Contract Award: WTP High Service Pump #1 VFD Retrofit Project #26-069-WTR-001

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 \$353,275.00 to Veca Electric & Technologies, LLC to perform the WTP High Service Pump #1 VFD Retrofit Project. The project provides for the labor, miscellaneous materials, and equipment to replace a failed SC9000 Medium Voltage Drive Inverter at the WTP.

Background:

1. History: One of the two finished water VFD pumps have been faulting over the last few months. Eaton came out to diagnose the issue, it was determined the potting solution that protects the driver board is working its way into the fiber optic cables. This is causing intermittent faults resulting in the pump shutting down.
2. Key Terms:
 - Contract is for a fixed price of \$353,275.00.
 - All physical construction activities shall reach substantial completion within 190 calendar days of the Notice to Proceed date
3. Competitive Bidding: On March 11, 2026 the City [solicited bids](#) for the subject project and on March 24, 2026 a bid opening was conducted and 1 bid was received. Veca Electric & Technologies, LLC was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$310,000.00. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	Veca Electric & Technologies, LLC
Contract Amount	\$353,275.00
Funding Source	Rates/User Fees
In CFP?	Yes
Earmarked Funds	\$350,000.00
BARS #	401.730.594.34.63
Budget Amendment Required?	No – the BARS # has extra funds to cover the additional \$3,275 due to the Pipe Arch contract coming in lower than planned for.
Start Date	Notice to Proceed
End Date	190 working days

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 26-069-WTR-001 with Veca Electric & Technologies, LLC in the amount of \$353,275.00 to perform the WTP High Service Pump #1 VFD Retrofit Project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 26-069-WTR-001 - Bid Tabulation
2. 26-069-WTR-001
3. VFD Presentation



CITY OF ANACORTES

WASHINGTON

The City of Anacortes hereby provides written notice of its intent to award a contract for this project to VECA Electric & Technologies, LLC.

BID TABULATION - BID DATE 3/24/2026

WTP High Service Pump #1 VFD Retrofit #26-069-WTR-001		VECA Electric & Technologies, LLC	
ITEM	DESCRIPTION	COST	
1	WTP High Service Pump #1 VFD Retrofit as detailed in the Invitation to Bid #26-069-WTR-001	\$325,000.00	
		Subtotal:	\$ 325,000.00
		8.7% Sales Tax:	\$ 28,275.00
		TOTAL BID:	\$ 353,275.00



CONTRACT #26-069-WTR-001
Between
THE CITY OF ANACORTES
AND
VECA ELECTRIC & TECHNOLOGIES, LLC

WTP HIGH SERVICE PUMP #1 VFD RETROFIT

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Veca Electric & Technologies, LLC, a private company at 5614 7th Ave S, Seattle, WA 98108 (herein after referred to as "Contractor").

1. **Scope of Work.** Contractor shall furnish all materials, equipment and labor perform the subject project in accordance with and as described in the City of Anacortes Invitation to Bid entitled "WTP High Service Pump #1 VFD Retrofit" #26-069-WTR-001", which is hereby incorporated by reference and made a part hereof.

2. **Price and Payment Terms.** The Total Contract Price is **Three Hundred Fifty-Three Thousand Two Hundred Seventy-Five Dollars (\$353,275.00)**. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.

3. **Time of Completion.** All physical construction activities shall reach substantial completion within 190 calendar days of the Notice to Proceed date. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.

4. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Mario Gonzalez, 360-428-1598.

5. **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.

6. **Contract Documents:** The attached General Provisions, referenced Invitation to Bid, and Exhibit A 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:
Veca Electric & Technologies, LLC

Title

Date

Contractor License #

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

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

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates>. The prevailing wage schedule in effect for the work under the contract is March 24, 2026. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All Contractor field personnel are required to have received training that complies with OSHA CFR1910 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Contractor safety standards must meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) must be issued and used by Contractor's personnel while on the job site.

8. Chemical Hazard Safety

- a. **Employer Chemical Hazard Communication Rule:** WAC 296-800-170 requires all employers in Washington State to inform and train their employees on the hazards of chemicals in the workplace or in foreseeable emergencies. For purposes of performance under this Contract, any toxic substance that may be harmful to the end user while being used or stored on City property must:
- Be properly labeled with the: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party.
 - Be accompanied by a Safety Data Sheet (SDS) which shall be provided to the City Project Manager, or designee. Copies of the Contractor's SDS inventory shall also be located where chemicals are stored.
- b. Contractor shall not introduce or use any new product without the express written permission of the City Project Manager. Contractor shall request permission to use new substances by providing an SDS sheet or label data for all proposed chemicals, and an explanation as to the purpose of the chemical application, method of application, and intended schedule of application. If new products are approved for use, then they shall be:
- Restricted in their applications so as to meet current and local law;
 - Mixed and otherwise handled where an accidental spill will not enter surface or ground water and will not contaminate the soil.
- c. In any emergency affecting the safety of persons or property, Contractor shall act, at their discretion, to prevent threatened injury, damage, or loss. The City's Project Manager has full authority to stop work they deem a safety risk.

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

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

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

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

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

14. Inspection.

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

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

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

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

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

18. Insurance.

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

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

20. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$4,000 or more in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

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

24. The City's Right to Terminate Agreement.

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

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

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

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

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

28. Disputes

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

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

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

D. Dispute Resolution: In the event of a dispute between the City and the Contractor arising out of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor to have

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

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

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

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

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

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

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

CITY:

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

CONTRACTOR:

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

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

TO: City of Anacortes
(City or Owner):

FROM: Bidder: VECA Electric & Technologies, LLC :

PROJECT: 26-069-WTR-001

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 (10) 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 Bond, all Certificates of Insurance and related endorsement forms, and proof of a City of Anacortes Business License 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 designated project representative there under.

The bidder further agrees, if awarded the contract, to achieve Substantial Completion of the work within 190 calendar days of the Notice to Proceed issuance date.

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.

Having carefully examined all specifications prepared by the City of Anacortes, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all labor, equipment, and materials and perform all work, in accordance with the terms & conditions and prevailing wage requirements, which price is hereby designated as to the total proposal price for all necessary work.

Line	Description	Cost
1	WTP High Service Pump #1 VFD Retrofit as detailed in the Invitation to Bid #26-069-WTR-001	\$ 325,000.00
	Subtotal:	\$ 325,000.00
	8.7% Sales Tax:	\$ 28,275.00
	Total:	\$ 353,275.00

ADDENDUMS: Bidder acknowledges review of all Addenda through No. _____

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 City of Anacortes website: <https://www.anacorteswa.gov/Bids.aspx>.

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: VECA Electric & Technologies, LLC

Contact Name: Colin Potts

Mailing Address: 5614 7th Ave S

City, State, Zip: Seattle, WA 98108

Business Telephone: 360-594-4302 Cell Phone: 360-325-2591

Email Address: cpotts@veca.com

Contractor's State License No: VECAEET821OQ

UBI Number: 601-190-731

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



Laura Rannow Chief Administration Officer
Name of Bidder Title

3/23/26
Date

Signature of Bidder

Laura Rannow
Print Name

VFD #1 Drive Replacement

Terry Nemeth Water System Manager

April 6th 2026



Water Treatment Plant



1 of 5 1000HP Motors Pump #1 and Pump #4 are VFDs



Drive control center which houses the inverter





VFD Inverter



Photos of Pump #4 inverter replaced last year

Photo of new inverter





City Council Agenda Bill

April 6, 2026

Action Type: Contract Award

Item: 7.e.

Title: Contract Award: 29th Street Reservoir Replacement – Design #23-238-WTR-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 \$580,851.00 to Wilson Engineering, LLC to perform Phase 1 of the Design for the 29th Street Reservoir Replacement project. Phase 1 includes surveying, analysis, permitting, through 100% design and bid phase support.

Background:

1. History: The existing steel water reservoir was constructed several decades ago and has reached the end of its expected service life. Over time, aging steel infrastructure becomes increasingly susceptible to corrosion, coating deterioration, and structural fatigue, which can impact long-term reliability and lead to increasing maintenance costs. Routine inspections and maintenance activities have indicated that significant rehabilitation or full replacement is necessary to maintain safe and reliable operation of the City's water system.

The reservoir is a critical component of the municipal water distribution system, providing potable water storage, maintaining system pressure, and supplying capacity during peak demand periods and for fire protection. As the structure continues to age, maintaining the existing facility becomes less effective and more costly while providing diminishing long-term reliability.

In addition, potable water storage tank design standards have evolved significantly since the original reservoir was constructed. Replacing the existing tank provides an opportunity to construct a new facility that meets current engineering, seismic, and safety standards while improving operational reliability and efficiency.

The proposed project includes demolition and removal of the existing steel reservoir and construction of a new approximately 2.0 million gallon welded steel water storage tank. The replacement reservoir will help ensure adequate water storage capacity, maintain system pressures, and support long-term resiliency of the City's water distribution system.

2. Key Terms:

- Contract is on a time and materials basis not-to-exceed \$580,851.00.
- The contract term is through 4/20/2027.

3. Competitive Bidding: On September 25, 2025 the City issued a [Request for Proposals](#) for the subject project and 6 responses were received by the deadline of October 16, 2025. A committee reviewed and scored the submittals and selected Wilson Engineering, LLC to award a contract to.

Budget Impact:

Consultant	Wilson Engineering, LLC
Contract Amount	\$580,851.00
In CFP?	Yes
Funding Source	Rates/User Fees
Earmarked Funds	\$500,000.00
BARS #	401.740.594.34.63
Budget Amendment Required?	No – the BARS # has extra funds to cover the additional \$80,851 due to the Pipe Arch contract coming in lower than planned for.
Start Date	Inception
End Date	4/20/2027

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-238-WTR-002 with Wilson Engineering, LLC in the amount of \$580,851.00 to perform the 29th Street Reservoir Replacement – Design.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-238-WTR-002
2. 29th Street Reservoir Replacement Presentation



AGREEMENT #23-238-WTR-002

Between
THE CITY OF ANACORTES
AND
WILSON ENGINEERING, LLC

29TH STREET RESERVOIR REPLACEMENT – DESIGN

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

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall perform Phase 1 of the Design for the 29th Street Reservoir Replacement project as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of John Norris, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Five Hundred Eighty Thousand Eight Hundred Fifty-One Dollars (\$580,851.00)**. The billable rates for services provided shall be in accordance with Exhibit A.

3. **Period of Performance.** The period of performance under this Agreement is from inception through April 20, 2027.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

13. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the applicable laws of the state for their profession. In addition, Anacortes Municipal Code requires that every business located within the city limits of Anacortes register the business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$4,000 or more within Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

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

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

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

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

20. Right to Terminate Agreement.

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

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

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

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

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

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

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

25. **Disputes**

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:
Wilson Engineering, LLC
Jeff Christner
805 Dupont Street, Suite 7
Bellingham, WA 98225
jgc@wilsonengineering.com

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

CITY OF ANACORTES

WILSON ENGINEERING, LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

AGREEMENT #23-238-WTR-002

EXHIBIT A

CITY OF ANACORTES

29th Street Reservoir Replacement

SCOPE OF SERVICES

Our proposed Scope of Services for the City of Anacortes 29th St Reservoir Replacement Project includes the following tasks:

Task 1 – Project Management
Task 2 – Topographic Surveying & Basemapping
Task 3 – Geotechnical Investigations
Task 4 – Project Report
Task 5 – Hydraulic Modeling Assistance
Task 6 – Permitting and Other Support
Task 7 – Storm Drainage Analysis
Task 8 – Preliminary 30% Design
Task 9 – 75% PS&E
Task 10 – 100% PS&E
Task 11 – Bid Phase Support
Exhibit A – Engineering Services Fee Estimate
Exhibit B – Topographic Survey Extents
Exhibit C – Preliminary Drawing List
Appendix A – GeoEngineers Proposal
Appendix B – Peterson Structural Proposal
Appendix C – QCIC Proposal
Appendix D – Drayton Archaeology Proposal
Appendix E – Norton Corrosion Limited Proposal

The significant tasks of prime and sub-consultants including milestones associated with each task are described below.

The project will be completed in two phases:

- Phase 1 – Design and Bidding
- Phase 2 – Construction Administration (future)

This Scope of Services provides for Phase 1 – Design and Bidding. Phase 2 – Construction Administration, if needed, will be scoped and completed when the scope of capital improvements is better defined. The services to be performed by Wilson will include and be limited to those identified on the attached Engineering Services Fee Estimate, **Exhibit A**.

Structural, geotechnical, cathodic protection, coating services, and cultural resource assessment services by sub-consultants will be included, services limited to those identified on the attached Engineering Services Fee Estimate, **Exhibit A**.

Project Understanding

Below is a general summary of the planned improvements.

- The City desires to demolish and replace the existing 2MG steel reservoir, which has reached its end of life, with an identical steel tank in the same footprint.
- Inlet, outlet, drain, and overflow piping will be replaced as needed to connect to the new tank.

- Design a new chlorine analyzer structure and necessary control systems.
- Implement level monitoring instrumentation in the new reservoir.

General Assumptions

1. The project will be funded with City funds.
2. This scope does not include budget for funding assistance, stakeholder coordination, or construction admin services.
3. Tank will be furnished with full perimeter guardrail, interior landing for maintenance, and cathodic protection.

ANTICIPATED PROJECT TIMELINE

Estimated schedule of milestone dates (goals, subject to change):

1. Agreement, NTP, kickoff: April 1
2. Background, site visit, survey, modeling: April 1-May 1
3. Geotech report site visit and report: April 15 - June 1
4. PSE structural, site, building, concurrent design efforts to 30%: May 15 - July 1
5. DOH Project Report submittal, concurrent Stormwater Report, OPCC, submit permits: July 1
 - DOH Project Report review period: July 1 - September 30
 - Permit review period, unknown, assume at least 60 days; July 1 - September 1
6. City 30% review (2 weeks), 75% Design, including PS&E: July 15 - September 1
7. City 75% review (2 weeks), 100% Design: September 15 - October 15
8. DOH Construction Docs submittal: October 15
9. DOH CD review period: October 15 - November 15
10. Final Bid Docs addressing DOH and City 100% comments (2 weeks), Bid Phase: December 1 - January 1, 2027
11. Award, Contract etc.: January 1 - February 1, 2027
12. Construction submittals, start, mob, etc. Feb 1 - March 1, 2027

Task 1 – Project Management

This task covers the effort necessary to organize, lead, communicate with and coordinate all consultant team members (in-house and sub-consultants) and City staff needed to accomplish the work required by the Project. This task includes tracking time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete this Scope of Services. This task includes general expenses for travel, reproduction, and misc. items. Task 1 includes the following subtasks:

Subtask 1.1 – Coordination with City

- Meet and communicate regularly with the City to keep the City's project manager informed about project progress, issues and schedule.

Subtask 1.2 – Project Schedule / Team Management / QA/QC

- Quality assurance / quality control (QA/QC) of all final documents.
 - Manage and execute quality control procedures for all deliverables.
 - Perform quality assurance review of all work products. Review will be by a senior project manager who will review calculations, plans, specifications, and contract documents for content, consistency, accuracy, and technical issues.
- Project schedule tracking.
- Coordinate the work of team members for project roles, schedules, budgets, and production.

Subtask 1.3 – Progress Reports, Invoices, and Budget Management

- Prepare and submit to the City's Project Manager, monthly invoices and progress reports with schedule and budget status.
 - Progress reports will describe the work items and percentage of work items that were accomplished, independent of budget expended.
 - Progress reports will include a forecast of work to be completed for the upcoming month.
 - Progress report will include a status of budget spent and remaining for each individual task.
 - Progress reports will identify any other issues or problems that may occur.
 - Document expenditures on a task basis, and show hours by project personnel and other direct expenses related to work.
 - Reports and invoicing will be formatted in a manner that is acceptable to the City.
- Manage subconsultant budgets and invoices.

Subtask 1.4 Project Meetings and Site Visits

This task includes Project meetings and site visits: Prepare for, conduct, and document decisions and action items arising from meetings associated with the project.

1. **Provisional Design and Coordination Meetings:** These provisional meetings are set aside for either design milestone submittal review, when needed, or impromptu situations where consultant input is urgent and required to promote project schedule or other requirements. An allowance of up to one (1) meeting is included. These meetings are assumed to be virtual.
2. **Coordination Meetings:** Conduct coordination conversations on a monthly basis through the project completion with key City staff to discuss project status, action items, and potential areas of concern. An allowance of up to twelve (12) meetings is included. These meetings are assumed to be virtual or via phone.
3. **Additional Meetings are included in the tasks below.**

Assumptions:

1. Total project duration is twelve (12) months.
2. For project meetings, Consultant will develop an agenda and produce notes afterward.
3. In-person meetings will be held at the project site or City offices in Anacortes, WA.
4. No public involvement support will be required for this project.
5. No kick-off / site visit meeting is included in this scope.

City Deliverables:

1. None

Deliverables:

1. Meetings notes.
2. Monthly invoices and progress reports for up to twelve (12) months.

Task 2 – Topographic Surveying & Basemapping

Subtask 2.1 – Topographic Surveying

This task includes the establishment of survey control, or the recovery of existing survey control, as required for the project. Typically, survey control will be set, found, or referenced utilizing Real Time Kinematic (RTK) GPS receiving corrections from the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required,

utilizing standard terrestrial total station measurements.

- Geodetic Survey Control (Coordinates)
 - Current WSRN coordinate system is NAD83-2011 Epoch 2010.00 Coordinates (Multi Year CORS Solution 3).
 - Horizontal survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 RCW.
 - Vertical Datum for the survey work shall reference the NAVD88.
- Units shall be in US Survey Feet.

Subtask 2.2 – Basemapping & Supplemental Topographic Surveying

This task includes the field surveying and mapping required for this specific effort. Wilson may use a 3D Laser Scanner supplemented with traditional Total Station and GPS technologies to collect the data for use in the creation of a basemap.

Wilson will provide ground-based topographic surveys to generate basemaps at a 1"=20' scale and to prepare DTM generated 1-foot contours.

Street cross-sections will be surveyed every ($\pm$) 50 feet from throughout project limits. The extents of the cross-sections will be from Right-of-Way to Right-of-Way in the road section and as shown in the attached survey exhibit. **See Exhibit B.** Features to be surveyed are to include all of the physical features of the site: above ground and below ground wet and dry utilities, trees, structures, fences, paving, sidewalks, curbing, driveways, grade breaks, channelization, signs, top/toe of banks, vegetation lines, tanks, and any other pertinent features that define or limit the site.

Wilson field staff are flagging certified and will use appropriate signage, high-visibility clothing and traffic control devices while performing field survey. WILSON does not anticipate that their activities will affect the flow of traffic and no lanes will be closed or channelized during the course of the project.

Assumptions:

1. No easements or property acquisition is anticipated for this project
2. The City will ensure that vaults and manholes are accessible and clean.
3. No temporary construction easements or legal descriptions are included in this scope.
4. Health, Safety, and Security are priority. WILSON personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.
5. WILSON is not responsible for any delays due to conditions outside of WILSON's control.
6. Wilson provided utility locates will be used for this survey.
7. Title reports will not be required for right-of-way calculations.
8. Property corners or right-of-way markers will not be set for this survey.
9. Drafting will comply with WILSON drafting guidelines, unless otherwise specified prior to commencement of field work.
10. If other standards are required WILSON must be supplied with an appropriate template compatible with Civil3D 2023 which includes a figure prefix database (.fdb_xdef) and linework code sets (.f2f_xdef) files.

Meetings:

1. None

City Deliverables:

1. None

Deliverables:

1. AutoCAD Civil 3D 2023 Existing Conditions survey electronic copy base map, if required.
 2. Basemap updates.
 3. Hard copy (.pdf) format of the Topographic Survey stamped and sealed by a professional surveyor licensed in the State of Washington and electronic .dwg files for the design of the project.
- Deliverables are valid for this use only.

Task 3 – Geotechnical Investigations

The purpose of this subtask is to characterize soil and groundwater conditions at the site as a basis for providing geotechnical engineering and hydrogeological recommendations to support design and construction of the steel tank and appurtenances. General tasks and responsibilities are listed below, but please refer to the proposal provided by GeoEngineers attached to the appendix of this document.

Subtask 3.1 – Field Investigation

- Coordinate and conduct a subcontracted geophysical survey at the site. The purpose of the geophysical survey is to collect site-specific shear wave velocity data to determine the project site class for developing spectral response acceleration parameters. Without this measurement the design code requires a penalty on the input parameters for seismic design. The geophysical survey consists of placing geophones on the ground surface and recording vibrations generated by active sources (such as a sledgehammer) and passive sources (such as ambient vibrations from traffic or wind). There is no drilling or disturbance to the ground during the testing. Our scope includes coordination by GeoEngineers to facilitate the testing.
- Evaluate subsurface soil and groundwater conditions at/near the proposed tank site by completing up to four geotechnical test pits with a track-mounted excavator subcontracted to GeoEngineers, in addition to two 20-foot rock core analyses.
- Evaluate pertinent physical and engineering characteristics of the site soils from the results of laboratory tests performed on samples obtained from the explorations. We will complete moisture and gradation tests in our laboratory. If the optional rock coring is completed, we will complete unconfined compressive strength testing on representative rock samples.

Subtask 3.2 – Geotechnical Engineering and Hydrogeologic Analysis

- Review available geologic data and available geotechnical reports in the project vicinity regarding subsurface soil and groundwater conditions.
- Perform a shear wave velocity analysis.
- Provide geotechnical related design and construction recommendations including:
 - Recommendations for earthwork, subgrade preparation and structural backfill including our opinion regarding reuse of on-site soils;
 - Recommended soil parameters to be used for design (soil friction angle/cohesion, unit weight, etc.);
 - Recommended lateral earth pressures for temporary excavation shoring design, and a discussion regarding feasible shoring methods (i.e., sheet pile and soldier piles with lagging);
 - Provide our opinion regarding the appropriate pump station foundation type and associated axial resistance or bearing resistance, lateral resistances, and estimates of expected foundation settlement;
 - Provide design lateral earth pressures for permanent below-grade walls including recommended design seismic pressures;
 - Provide geotechnical parameters to evaluate buoyancy uplift resistance, as applicable;

- Provide a discussion of dewatering considerations including appropriate dewatering methods;
- Provide a discussion of construction considerations; and
- Comment on anticipated construction challenges that could be encountered, based on the results of our site studies and from our experience on projects at similar sites.

Subtask 3.3 – Reporting

- Prepare a geotechnical engineering report.
- Describe site conditions including our interpretation of subsurface soil and groundwater conditions based on results of our review, field explorations and geotechnical laboratory analysis.

Assumptions:

1. Site topography and site plan will be provided by Wilson in CAD and PDF formats.
2. A summary of reservoir layout, reservoir type, foundation elevations, and approximate foundation loads will be provided by Wilson.

Meetings:

- Attend a design coordination meeting with Wilson and City staff.

City Deliverables:

1. Existing subsurface information in the project area, if available. (Not required)

Deliverables:

1. Draft and final Geotechnical Report.

Task 4 – Project Report

Preparation of a Draft Project Report, review and discuss comments from the City and DoH, and prepare the Final Project Report for DoH approval.

Assumptions:

1. Site topography and site plan will be provided by Wilson in CAD and PDF formats.
2. A summary of reservoir layout, reservoir type, foundation elevations, and approximate foundation loads will be provided by Wilson.

Meetings:

- Attend a review meeting with Wilson and City staff.

City Deliverables:

1. Review comments if any.

Deliverables:

1. Draft and Final Project Report.

Task 5 – Hydraulic Modeling Assistance

This task includes time and expenses required to coordinate with the modeling firm. Services under this task include organizing and transmitting all necessary data and assumptions required for system modeling and the interpretation of received results.

Assumptions:

1. No development, calibration, or operation of the system hydraulic model will be required by Wilson.
2. All modeling results will be used as provided; responsibility for the accuracy and functionality of the hydraulic model remains with the modeling firm

Meetings:

1. None

City Deliverables:

1. Model results provided by the modeling firm if not directly transmitted to Wilson.

Deliverables:

1. None

Task 6 – Permitting and Other Support

The purpose of this task is to complete permitting required for the project, and to provide other support as indicated.

- Develop a permitting matrix summarizing required environmental and developmental permits identified in Task 4, including estimated development and submission dates, review duration, and responsible parties.

Task 6 includes the following subtasks:

Subtask 6.1 – SEPA Checklist

This subtask provides environmental documentation consistent with the State Environmental Policy Act (SEPA) and assists with environmental permit acquisition:

- **SEPA Documentation:** Following agreement on a conceptual plan, prepare a SEPA Environmental Checklist for the City in accordance with WAC 197-11.

Subtask 6.2 – Cultural Resources Assessment

- **Cultural Resources:**
 - Prepare documentation for compliance with Washington Code 43.21C, State Environmental Policy Act (SEPA) through Anacortes (City), and if archaeological resources are encountered, through RCW 27.53 through the Washington Department of Archaeology and Historic Preservation (DAHP). The cultural resource review would consist of a background review, field investigation, and preparation of a final report. Final reporting will meet all required regulatory standards. Work will include conducting a background literature review and providing recommendations regarding the need for additional archaeological monitoring during construction based upon the assessment. The report will meet the requirements of the Washington State Department of Archaeology and Historic Preservation (DAHP). Develop an Inadvertent Discovery Plan (IDP) for discovery of archaeological or historic resources, or human remains during construction and include as an appendix to the Contract Documents.
 - A visual reconnaissance will evaluate exposed soils and surfaces for identifiable cultural materials. Professional judgment will determine the locations of shovel probes throughout the project area.

- A draft report will be provided to interested parties for review. Upon engineer approval, the report will be disseminated to all agencies for official review.

Subtask 6.3 – Other Permitting Assistance:

- **City Development Permit Assistance:**
 - Structural information will be provided, as needed, for City building permit (Development Permit) requirements.

Assumptions:

1. The project will be funded with City funds.
2. An Investment Grade Energy Audit, Construction Quality Assurance Plan, SERP, or Federal Cross Cutter Documentation will not be required.
3. Federal funding requirements will not apply.
4. The City will be responsible for notification, publication, and distribution of the SEPA checklist.
5. The City will pay all permit fees.
6. There are no priority habitat species present in the area.
7. No federal permits (triggered by direct impact to water of the U.S., including wetlands) will be required.
8. No work is occurring within a floodplain that would trigger a Floodplain development permit.
9. A JARPA/HPA permit through the Washington Department of Fish and Wildlife will not be required for this project.
10. A NEPA will not be required for this project.
11. A shoreline permit will not be required for this project.
12. A Plan of Interim Operations is not be required.
13. No wetlands will be identified within 150 ft of the project.
14. No critical area impacts/mitigation plan required.
15. There is complete access to all areas identified as the project area to undertake the necessary fieldwork to meet the compliance needs.
16. The proposal assumes that no archaeological, historic, or cultural items, sites, deposits, or structures will be located nor will formal recording and the submission of mandatory documentation be required.
17. Encountering any Human Remains, graves, or burial offerings would require consultation, recording, mitigation, and expenses that are not budgeted here.

Meetings:

1. None

City Deliverables:

1. Public notification, printing, and distribution of the SEPA checklist
2. Permitting documents review comments as appropriate.

Deliverables:

1. Draft and final SEPA Checklist
2. APE letter and graphic.
3. Cultural Resources Assessment.
4. Inadvertent Discovery Plan.

Subtask 6.3 – Development Permitting

This subtask provides documentation and assists with developmental permit acquisition:

- Assist with City permitting required for the project.

- Prepare and submit City permitting design submittals (plans and specifications) after 75 percent design completion.

Assumptions:

1. The City will pay all permit fees and submit final permit materials to the City for approval.
2. The City will handle development permitting internally. No City Pre-Application meeting is included in this budget. The City will prepare required permit materials and fill out applications for the all City permits anticipated for the project.

Meetings:

1. City Planning Meeting: Attend planning meeting after 30% design with City to review 30% design, identify required permits and timelines for submission and review.
 - a. This meeting is assumed to be a virtual meeting.

City Deliverables:

1. Approved permits.

Deliverables:

1. All permitting design submittals in a format required for final submission by the City.

Task 7 – Storm Drainage Analysis

Stormwater design for the project is expected to include a Stormwater Site Plan and Drainage Report. Stormwater analysis will be based on Western Washington Hydraulic Model (WWHM), and Rational Method. Stormwater management is expected to be met through dispersion trenches. Feasibility for usage of stormwater BMPs will need to be evaluated during design. It is presumed that new flow control and water quality treatment facilities will not be required due to limited area of new impervious surface.

Assumptions:

1. The Project's stormwater requirement thresholds will be based on the replacement of the Reservoir, the construction of a new small building structure, and minor utility trenching and restoration.
2. The Project will be required to meet Minimum Requirements #1-9 of the 2024 Stormwater Management Manual for Western Washington (SWMMWW).
3. Runoff Treatment BMPs will not be required for the project: based on the following assumptions:
 - Total new plus replaced pollution-generating surface will be less than 5,000 square feet.
 - The site does not discharge into a watershed with known special target pollutant treatment requirements.
4. Flow Control BMPs will not be required for the project based on the following assumptions:
 - The project will result in less than 10,000 sf of new/replaced impervious surfaces.
 - The project will result in less than a 0.15 cfs increase in site runoff during a 100-year storm event compared to its existing conditions runoff.
5. Infiltration on the site will not be feasible.
6. The Project does not discharge directly into any known wetlands.
7. No additional known Local requirements apply to the Project.

Meetings:

1. None

City Deliverables:

1. None

Deliverables:

1. Stormwater Site Plan / Drainage Report

Task 8 – Preliminary 30% Design

The purpose of this task is to establish the project design criteria and anticipated construction conditions. This task will develop construction bidding drawings to the 30 percent completion level. Task 6 includes the following subtasks:

Subtask 8.1 Design Criteria

- Request and review existing project documentation including, but not limited to, related reports, asbuilts and record drawings, Water System Plan, City standards (contract documents and standard details), facility records, standard operating procedures (SOPs) and other operation and maintenance records.
- Conduct a site assessment to determine layout and configuration for proposed facilities.
- Review information provided in the latest Water System Plan.
- Perform review of previous modelling and flow calculations to confirm reservoir capacity.

Electrical and Control System Design Criteria:

- A new control building will be constructed and will include a new electrical panelboard and circuits for building lights, receptacles, heating, controls, metering pump and other electrical circuits as required.
- The power supply to the existing control building will be maintained and extended to the new control building.
- The existing telemetry panel and related equipment that is in satisfactory condition will be removed and re-installed in the new control building. New telemetry equipment will be specified if required.
- A new level transducer will be specified for installation in the new reservoir.
- A new chlorine analyzer will be installed in the new control building.
- A new galvanic protection system will be specified for the new steel tank reservoir.
- The new tank instrumentation and telemetry will be integrated into the existing City SCADA system for control and alarm monitoring. Programming will be performed by the City's preferred System Integrator via force account.

Assumptions:

1. Current City standards will be obtained from the City.
2. Hydraulic modeling evaluation services are described in Task 5.
3. Low/demand modeling will be part of this scope of work. All existing modeling results are available and will be provided by the City and their respective modeling firm.

City Deliverables:

1. Project documentation
2. Approved Water System Plan
3. City will provide existing available as-built information.

Deliverables:

1. None.

Subtask 8.2 Conceptual Design

- Develop a conceptual design with respect to feasibility, capital costs, and other factors including permitting requirements, easement requirements, project schedule, constructability, operations and maintenance, future expansion capability, life cycle cost, health and safety, and public impacts.
- Perform preliminary engineering analysis to evaluate a new steel reservoir design:
 - The site will include the new reservoir, a new control building, and general site restoration meeting City standards.
 - Determine site layout, access planning, and drainage improvements.

Subtask 8.3 Preliminary Design (30% Plans and Estimate)

- Create plans for 30% preliminary design.
- Develop preliminary opinions of probable construction cost for each alternative.
- Perform internal QA/QC of 30% design.
- Summarize Task 6 efforts in a tech memo including 30 percent design level plans, opinions of probable construction cost, project schedule, specifications table of contents, permitting matrix, and any easement requirements if applicable.

Subtask 8.4 Preliminary Electrical Design

- Prepare electrical and control system drawings and Contract Provisions (“Specifications”) for the 30% submittal.

Subtask 8.5 Submittal to DOH

- Prepare necessary documents to provide to the Washington State Department of Health for review and approval.

Assumptions:

1. Budget for 30% design level plans is based on the Preliminary Drawing List in **Exhibit C**.
2. Steel tank will not require deep foundations or piers.
3. Structural design of retaining walls or fencing is not included.

Meetings:

1. **30% Design Review Meeting:** Present analyses and review tech memo with City. Confirm the selected alternatives and review the City’s preferences on layouts, equipment, electrical, and control system standardization, location of facilities, and other design criteria needed to proceed into final design. 30% documents will be provided prior to the 30% meeting for the City to review.
 - a. This meeting is assumed to be virtual.

City Deliverables:

1. Technical Memo review comments

Deliverables:

1. Draft and final Technical Memo
2. Permitting Matrix
3. 30% Design Set

Task 9 – 75% PS&E

The purpose of this task is to develop 75% plans, specifications, and opinions of probable construction cost for bidding and construction of the recommended improvements. Specific tasks include:

9.1 Response to 30% Comments

- Respond to and incorporate 30 percent deliverable City review comments.

9.2 75% Plans

- Prepare 75 percent plans including details for the construction of the proposed improvements. Plans will be prepared in accordance with accepted industry practices. Plans will be prepared and provided in AutoCAD 2026 (2018 format).
- 75% design of steel tank impressed current cathodic protection system (ICCP).
- See **Exhibit C** for sheets included in the 75% plan set.

9.3 75% Opinion of Costs

- Estimate 75% level quantities and opinion of construction costs based upon the 75% construction plans and current unit bid prices. Estimate will include a contingency to accommodate additional construction costs not yet specifically identified and account for yearly inflation if project exceeds one year.

9.4 75% Specifications

- Prepare Contract Provisions (“Specifications”) for the 75% submittal. Specifications will include Project specific technical specifications for the items of work and City of Anacortes General Standard Provisions (GSP).

9.5 75% Electrical

- Prepare electrical and control system drawings and Contract Provisions (“Specifications”) for the 75% submittal.

Assumptions:

1. The City will provide the Consultant with any Anacortes General Special Provisions and Requirements to be used on the project.
2. Bid forms will not be included in the 75% submittal - the Opinion of Costs will reflect the bid items at this submittal level.
3. Technical specifications will be the Consultant’s standard, CSI formatted specifications with WSDOT references.
4. Contract documents will use CSI/MasterFormat specification templates.
5. City review will take maximum of 3 weeks.

Meetings:

1. **75% Design Review Meeting:** Review 75% design drawings, specifications, and other design criteria needed to proceed into final design. 75% documents will be provided prior to the 75% meeting for the City to review.
 - a. This meeting is assumed to be virtual.

Deliverables:

1. Electronic copy of the 75% plan set in PDF format

2. Electronic copy of the 75% opinion of cost summary submitted in PDF format
3. Electronic copies of the 75% Specifications in Word and PDF formats

City Deliverables:

1. City to consolidate all review comments

Task 10 – 100% PS&E

The purpose of this task is to develop final ad-ready 100% plans, specifications, and opinions of probable construction cost for bidding and construction of the recommended improvements and posting bid documents at www.wilsonengineering.com Specific subtasks include:

10.1 Response to 75% Comments

- Respond to and incorporate 75 percent deliverable City review comments.

10.2 100% Plans

- Prepare 100 percent plans including details for the construction of the proposed improvements. Plans will be prepared in accordance with accepted industry practices. Plans will be prepared and provided in AutoCAD 2026 (2018 format).
- 100% design of steel tank impressed current cathodic protection system (ICCP).
- See **Exhibit C** for anticipated sheets included in the 100% plan set.

10.3 100% Opinion of Costs

- Estimate 100% level quantities and opinion of construction costs based upon the 100% construction plans and current unit bid prices. Estimate will include a contingency to accommodate additional construction costs not yet specifically identified and account for yearly inflation if project exceeds one year.

10.4 100% Specifications

- Prepare Contract Provisions (“Specifications”) for the 100% submittal. Specifications will include Project specific technical specifications for the items of work and City of Anacortes General Standard Provisions (GSP). Bid forms, including the bid schedule, will be filled out with the project quantities with this submittal.

10.5 100% Electrical

- Prepare electrical and control system drawings and Contract Provisions (“Specifications”) for the 100% submittal.

Assumptions:

1. The City will provide one set of City review comments to the Consultant, reflective of all City staff comments, for the 100% plans and opinion of costs.
2. Any major changes post 100% submittal initiated by the City may be considered out of scope work.

Meetings:

1. None

Deliverables:

1. Electronic copy of the 100% plan set in PDF format
2. Electronic copy of the 100% opinion of cost summary submitted in PDF format
3. Electronic copies of the 100% Specifications in Word and PDF formats

City Deliverables:

1. City to consolidate all review comments

Task 11 – Bid Phase Support

The purpose of this task is to assist the City during bidding and award process on an as needed basis, including:

- Respond to Contractor questions during the bidding process.
- Provide clarifications, which may include Plan sheet revisions, Special Provision language, or information clarifications for review and approval by the City.
- Prepare addenda for City to publish.
- Attend the pre-bid walkthrough.
- Provide evaluation on apparent low bidder (i.e. check references, review bid tab, etc.)

11.1 Pre-bid Meeting and Contractor Questions

- Attend pre-bid meeting.
- Take meeting notes and provide a copy of the meeting notes to the City.
- Log questions received by Contractors for the purposes of issuing an informational addendum.

11.2 Contract Addenda

- Provide assistance with clarifying or updating contract plans and project manual through addendum process. Consultant to prepare addenda to be posted to Washington Builders Exchange.

11.3 Preparation of Contract Documents

- Prepare a Conformed Construction Set of Contract Documents that reflect the changes made through addenda, if any, following outline of final Project Manual provided by the City.
- All applicable permits and reports will be included as appendices in the conformed Project Manual.
- The final conformed set will have all addenda pages replace the original pages that were altered by addenda.

Assumptions:

1. None

Meetings:

1. Attend pre-bid meeting in person.

Deliverables:

1. Meeting notes from pre-bid meeting.
2. Electronic copies of addenda, including an informational addendum.
3. Bid tabulation spreadsheet with engineer's estimate and bid item portion completed.
4. Conformed plan set, two (2) full size, four (4) half size bound hard copies and electronic copy

5. Conformed Project Manual, three (3) bound hard copies and electronic copy.

City Deliverables:

1. None

Exhibit A – Engineering Services Fee Estimate

City of Anacortes

29nd Street Reservoir Replacement

Prepared by: Matthew Strittmatter, PE, Wilson Engineering LLC

Prepared for: City of Anacortes

Proposal No.: P-8644

March 27, 2026

Task Description	Principal Engineer	Principal Electrical Engineer	Engineer II	Engineer I	Senior CAD Design Technician	Clerical	Senior Professional Land Surveyor	Senior Survey Technician	2-Person Survey Crew	Utility Locates	WILSON SUBTOTAL	Drayton Archaeology	GeoEngineers, Inc.	QCIC	NCL	Peterson Structural Engineers	TOTAL
Rate (\$/hr) =	\$252	\$252	\$176	\$160	\$168	\$112	\$225	\$160	\$285	\$190							
Task 1: Project Management																	
Subtask 1.1 - Coordination with City	32	4	32								\$ 14,704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,704
Subtask 1.2 - Project Schedule / Team Management / QA/QC	40	4					2				\$ 11,538	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,538
Subtask 1.3 - Progress Reports, Invoices, and Budget Management	16	8	8			2					\$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,680
Subtask 1.4 - Project Meetings and Site Visits (assume 1 per month)	30	20	30		4						\$ 18,552	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,552
Sub-Total	118	36	70	0	4	2	2	0	0	0	\$ 52,474	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,474
Task 2: Topographic Surveying, Basemapping, Legal Descriptions												\$ -	\$ -	\$ -	\$ -	\$ -	
Subtask 2.1 - Topographical Survey	4		8				8	10	35	5	\$ 16,741	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,741
Subtask 2.2 - Basemapping & Supplemental Surveying					10		6	30			\$ 7,830	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,830
Sub-Total	4	0	8	0	10	0	14	40	35	5	\$ 24,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,571
Task 3: Geotechnical Investigations																	
Subtask 3.1 - Field Investigation	2		2								\$ 856	\$ -	\$ 26,136	\$ -	\$ -	\$ -	\$ 26,992
Subtask 3.2 - Geotechnical Engineering and Analysis	2		2								\$ 856	\$ -	\$ 2,484	\$ -	\$ -	\$ -	\$ 3,340
Subtask 3.3 - Reporting	4		4								\$ 1,712	\$ -	\$ 8,748	\$ -	\$ -	\$ -	\$ 10,460
Sub-Total	8	0	8	0	0	0	0	0	0	0	\$ 3,424	\$ -	\$ 37,368	\$ -	\$ -	\$ -	\$ 40,792
Task 4: Project Report																	
Subtask 4.1 - Project Report Preparation Services for DOH Approval	40	8	60	24							\$ 26,496	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,496
Sub-Total	40	8	60	24	0	0	0	0	0	0	\$ 26,496	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,496
Task 5: Hydraulic Modeling Assistance																	
Subtask 5.1 - Evaluation Services and Coordination with City's Hydraulic Modeling Company	24		40	8							\$ 14,368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,368
Sub-Total	24	0	40	8	0	0	0	0	0	0	\$ 14,368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,368
Task 6: Permitting and Other Support																	
Subtask 6.1 - SEPA Checklist	4	2	24	20							\$ 8,936	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,936
Subtask 6.2 - Cultural and Archaeological Assessment	2		8	4							\$ 2,552	\$ 5,952	\$ -	\$ -	\$ -	\$ -	\$ 8,504
Subtask 6.3 - Development Permitting	4		24	8							\$ 6,512	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,512
Sub-Total	10	2	56	32	0	0	0	0	0	0	\$ 18,000	\$ 5,952	\$ -	\$ -	\$ -	\$ -	\$ 23,952
Task 7: Storm Drainage Analysis																	
Subtask 7.1 - Stormwater Analysis, Site Plan & SWPPP	4		32	8							\$ 7,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,920
Sub-Total	4	0	32	8	0	0	0	0	0	0	\$ 7,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,920
Task 8: 30% Preliminary Design																	
Subtask 8.1 - Design Criteria (storage, cl2 analyzer, mixing/turnover, etc)	32		40	8							\$ 16,384	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,384
Subtask 8.2 - Conceptual Design & Modeling	16		24	16							\$ 10,816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,816
Subtask 8.3 - Preliminary Design (30% Plans and Estimate)	24		100	40	96	2					\$ 46,400	\$ -	\$ -	\$ -	\$ 1,093	\$ 31,876	\$ 79,369
Subtask 8.4 - Preliminary Electrical		24									\$ 6,048	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,048
Subtask 8.5 - Submittal to DOH	4		16								\$ 3,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,824
Sub-Total	76	24	164	64	96	2	0	0	0	0	\$ 73,600	\$ -	\$ -	\$ -	\$ 1,093	\$ 31,876	\$ 116,441
Task 9 - 75% PS&E																	
Subtask 9.1 - Response to 30% Comments	4		40								\$ 8,048	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,048
Subtask 9.2 - 75% Plans	24		80	20	88			8			\$ 39,392	\$ -	\$ -	\$ -	\$ 9,867	\$ 31,876	\$ 81,135
Subtask 9.3 - 75% Opinion of Costs	8	4	12	4							\$ 5,776	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,776
Subtask 9.4 - 75% Specifications	24		80	40							\$ 26,528	\$ -	\$ -	\$ 648	\$ -	\$ -	\$ 27,176
Subtask 9.5 - 75% Electrical		40									\$ 10,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,080
Sub-Total	56	44	172	64	88	0	0	8	0	0	\$ 79,744	\$ -	\$ -	\$ 648	\$ 9,867	\$ 31,876	\$ 132,215
Task 10 - 100% PS&E																	
Subtask 10.1 - Response to 75% Comments	4		24	4							\$ 5,872	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,872
Subtask 10.2 - 100% Plans	24		80	8	80						\$ 34,848	\$ -	\$ -	\$ -	\$ 5,667	\$ 31,876	\$ 72,391
Subtask 10.3 - 100% Opinion of Costs	8		12	8							\$ 5,408	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,408
Subtask 10.4 - 100% Specifications	24		60	40							\$ 23,008	\$ -	\$ -	\$ 648	\$ -	\$ -	\$ 23,656
Subtask 10.5 - 100% Electrical		40									\$ 10,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,080
Sub-Total	60	40	176	60	80	0	0	0	0	0	\$ 69,136	\$ -	\$ -	\$ 648	\$ 5,667	\$ 31,876	\$ 117,407
Task 11 - Bid Phase Support																	
Subtask 11.1 - Pre-bid Meeting and Contractor Questions	20	8	24								\$ 11,280	\$ -	\$ -	\$ -			\$ 11,280
Subtask 11.2 - Contract Addenda	16	2	20								\$ 8,056	\$ -	\$ -	\$ -		\$ -	\$ 8,056
Subtask 11.3 - Preparation of Contract Documents	12		8			4					\$ 4,880	\$ -	\$ -	\$ -		\$ -	\$ 4,880
Sub-Total	48	10	52	0	0	4	0	0	0	0	\$ 24,216	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,216
Project Total	452	164	894	260	278	8	16	48	35	5	\$ 393,949	\$ 5,952	\$ 37,368	\$ 1,296	\$ 16,627	\$ 95,628	\$ 580,851

Billing rates for work performed January 1 - December 31, 2026:

Principal Engineer	\$252
Principal Electrical Engineer	\$252
Senior Engineer II	\$234
Senior Engineer I	\$224
Engineer IV	\$208
Engineer III	\$192
Engineer II	\$176
Engineer I	\$160
Environmental / Permit Technician	\$120
Senior CAD Design Technician	\$168
CAD Design Technician	\$140
Inspector III	\$165
Inspector II	\$150
Inspector I	\$130
Clerical	\$112
Senior Professional Land Surveyor	\$225
Hydrographer	\$250
Professional Land Surveyor	\$205
Senior Survey Technician	\$160
Survey Technician	\$135
1-Person Survey Crew	\$190
2-Person Survey Crew	\$285
3-Person Survey Crew	\$350
3-D Scanning Survey Crew	\$375
Hydrographic Survey Crew	\$415
1-Person Survey Crew Prevailing Wage	\$242
2-Person Survey Crew Prevailing Wage	\$360
3-Person Survey Crew Prevailing Wage	\$460

- Subconsultants – reimbursed at cost plus 8%
- Reimbursable direct expenses (reimbursed at cost plus 8%) include (but are not limited to) the following:
 - Project application fees and project permit fees; publication of notices
 - Reproduction of drawings and construction documents
 - Postage and shipping
 - Direct expenses for travel, meals and lodging outside of Whatcom and Skagit Counties
 - Mileage at project-current IRS mileage rate
 - Specialized Equipment Rental, at rental rate

Exhibit B – Topographic Survey Extents

Survey Extents

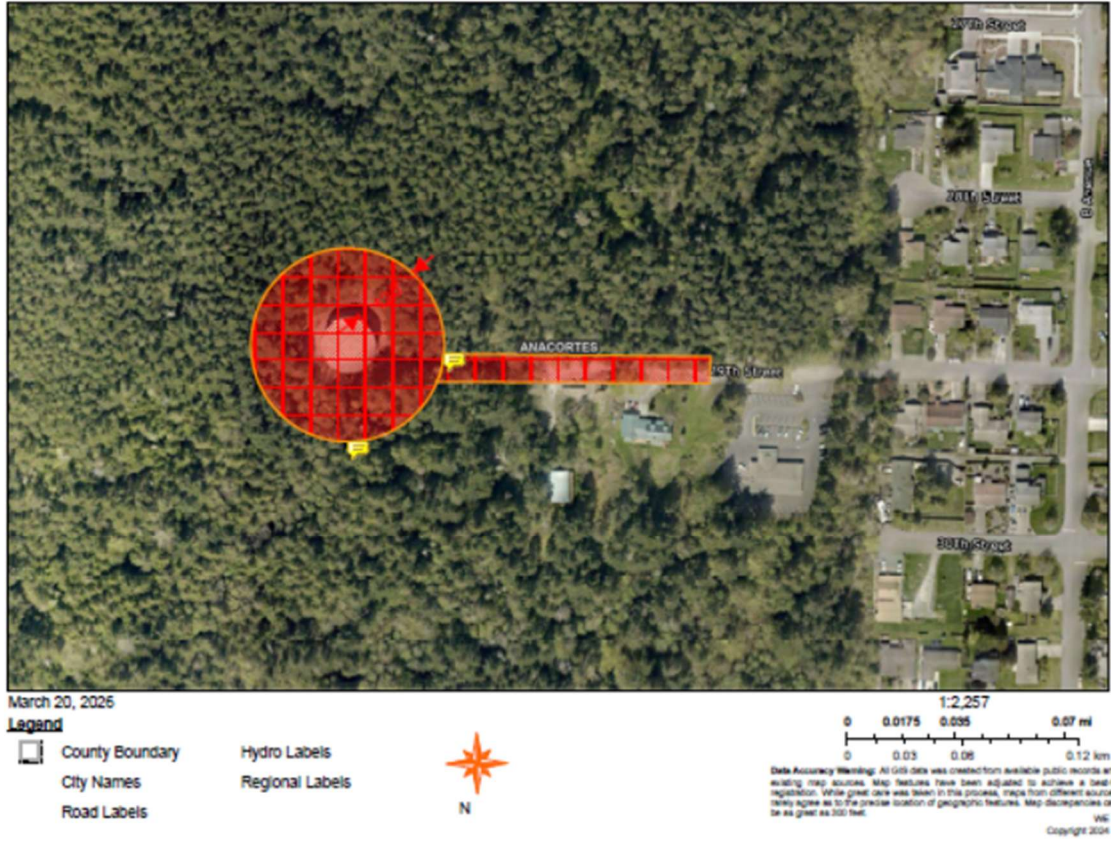


Exhibit C – Preliminary Drawing List

Sheet #	Title	30%	75%	100%
General				
1	Cover Sheet	x	x	x
2	Index to Drawings	x	x	x
3	Legend		x	x
4	Abbreviations		x	x
5	General Notes		x	x
Civil				
6	W.A.C. Compliance Sheet		x	x
7	Existing Conditions		x	x
8	Existing Conditions Structure Table		x	x
9	Temporary Erosion & Sediment Control Plan Notes		x	x
10	Temporary Erosion & Sediment Control Plan	x	x	x
11	Temporary Erosion & Sediment Control Plan Details			x
12	Demolition Plan 1	x	x	x
13	Overall Site Plan	x	x	x
14	Proposed Reservoir Site Plan	x	x	x
15	Proposed Reservoir Elevation	x	x	x
16	Proposed Utility Plan	x	x	x
17	Landscaping Plan		x	x
20	Civil Details 1		x	x
21	Civil Details 2		x	x
22	Civil Details 3		x	x
23	Civil Details 4			x
24	Civil Details 5			x
Structural			x	x
25	Structural Notes		x	x
26	Structural Sections 1	x	x	x
27	Structural Sections 2	x	x	x
28	Structural Sections 3	x	x	x
29	Structural Details 1		x	x
30	Structural Details 2		x	x
31	Structural Details 3			x
Electrical				
32	Electrical Symbols and Abbreviations		x	x
33	Electrical Demolition Plan		x	x
34	Electrical Site Plan		x	x
35	Control Building Electrical Plan		x	x
36	Control Building Instrumentation and Control Plan		x	x
37	Electrical Details		x	x
38	Electrical Schedules		x	x
39	Telemetry Panel Elevation		x	x
40	Telemetry Panel Wiring Diagrams		x	x

Appendix A – GeoEngineers Proposal

March 23, 2026

Wilson Engineering, LLC.
805 Dupont Street, Suite 7
Bellingham, Washington 98225

Attention: Curt Schoenfelder, PE

Subject: Scope and Fee Estimate
Geotechnical Engineering Services
29th Street Reservoir Replacement Project
Bellingham, Washington
File No. 0382-067-00

Introduction

GeoEngineers, Inc. (GeoEngineers) is pleased to present this proposal to provide geotechnical engineering services for the proposed 29th Street Reservoir Replacement project for the City of Anacortes to be located in Anacortes, Washington. This submittal is based on discussions with representatives of Wilson Engineering, LLC. (Wilson), the project civil engineer, our knowledge of the local conditions and previous experience in the area, and our previous experience on similar projects.

We understand the existing reservoir is in a deteriorated condition and needs to be replaced. The proposed project consists of constructing a new 2 million-gallon steel drinking water reservoir in the same location and approximate footprint as the existing reservoir. The project will also include construction of a small concrete masonry unit building at the project site. The project will be designed to meet recently updated seismic codes.

Based on geologic mapping, the site is mapped as marine sedimentary rock, Constitution Formation with nearby mapped glacial till. Based on previous work at the project site, we understand there is a thin mantle of undifferentiated glacial deposits overlying the bedrock. The bedrock unit is anticipated to provide adequate bearing for support of the new water tank on a shallow concrete ring foundation.

Scope of Services

The purpose and scope of our services is to perform detailed subsurface investigation as a basis for providing geotechnical engineering conclusions and recommendations for design and construction of the new reservoir, associated earthwork, and other site development features. Our scope of services includes the following tasks:

- Review available geologic data and available geotechnical reports in the project vicinity regarding subsurface soil and groundwater conditions.
- Coordinate and conduct a subcontracted geophysical survey at the site. The purpose of the geophysical survey is to collect site-specific shear wave velocity data to determine the project site class for developing spectral response acceleration parameters. Without this measurement the design code requires a penalty on the input parameters for seismic design. The geophysical survey consists of placing geophones on the ground surface and recording vibrations generated by active sources (such as a sledgehammer) and passive sources (such as ambient vibrations from traffic or wind). There is no drilling or disturbance to the ground during the testing. Our scope includes coordination by GeoEngineers to facilitate the testing.
- Perform a site visit to mark exploration locations to facilitate the utility clearance and review site access. We recommend that we meet with Wilson and/or City personnel to locate the explorations. We will call the state “dial-before-you-dig” contractor number to clear utility locations prior to the explorations.
- Evaluate subsurface soil and groundwater conditions at/near the proposed tank site by completing a series of geotechnical test pits with a track-mounted excavator subcontracted to GeoEngineers. We propose the following explorations:
 - Approximately three to four test pits at the existing water tank site near the proposed footprint of the new reservoir as space permits. Test pits will be extended until practical refusal on bedrock.
 - The test pit subcontractor will bring a “breaker” attachment to evaluate the competency of the shallow bedrock at the site.
 - We have assumed the test pits will take 1 half-day on-site plus travel time.
 - The test pits will be monitored on a full-time basis by one of our geotechnical engineers or engineering geologists. Our representative will obtain samples of the various soils encountered, classify the materials, and maintain a detailed log of the exploration. These samples will be sealed and returned to our laboratory for additional examination and laboratory testing, as deemed necessary.
 - If desired, the City can choose to provide the excavator to save on overall cost.
 - The test pits will be backfilled with the excavated material and compact with the bucket. These areas may require remedial excavation and repair during construction.
 - While onsite for the utility locates or test pits, complete a geologic reconnaissance of the project site and evaluate any geologic hazardous conditions.
 - Optional: Based on discussions with the design team and if determined beneficial to project design, GeoEngineers will evaluate rock conditions at the project site by completing two shallow cores into the bedrock at the project site. The optional cores would be completed to 20 feet below the ground surface using a drill rig subcontracted to GeoEngineers.
- Evaluate pertinent physical and engineering characteristics of the site soils from the results of laboratory tests performed on samples obtained from the explorations. In particular, we will complete moisture and gradation tests in our laboratory. If the optional rock coring is completed, we will complete unconfined compressive strength testing on representative rock samples.
- Prepare a geotechnical engineering report that includes the following:
 - Description of site conditions, including detailed subsurface soil and groundwater conditions encountered based on results of the field exploration and laboratory analysis.

- Summary of site geologic hazards and mitigation (if any) to meet City of Anacortes Critical Areas Ordinance, as appropriate.
 - Recommendations for tank foundation design, including allowable soil bearing pressure, minimum width and depth criteria, settlement (total and differential) estimates, and passive earth pressure criteria and coefficient of friction for evaluating sliding resistance. Provide foundation recommendations to limit differential settlements between foundations supported on soil/bedrock and/or structural fill.
 - Seismic design parameters based on 2024 International Building Code (IBC)/American Society of Civil Engineers (ASCE) 7-22, including recommended site class based on shear wave velocity measurements, spectral response acceleration parameters, liquefaction, and surface fault potential. A site-specific seismic response analysis is not included in our evaluation.
 - Recommendations for temporary and permanent cut and fill slopes, subgrade preparation, suitability of on-site soils for use as fill, specifications for imported soil for use as backfill, and backfill placement and compaction requirements.
 - General comments and discussion of potential geotechnical issues and construction difficulties that are identified during our field reconnaissance and explorations.
 - Provide an electronic draft report for review and comment and final geotechnical engineering report. The report will include our conclusions and recommendations, a site plan, and supporting data.
- Attend a design coordination meeting with Wilson and City staff.
 - Project management and invoicing.

Assumptions

- Site topography and site plan will be provided by Wilson in CAD and PDF.
- A summary of reservoir layout, reservoir type, foundation elevations, and approximate foundation loads will be provided by Wilson.

Schedule, Terms, and Budget

GeoEngineers is available to begin work on this project immediately following receipt of a signed agreement. Our preferred excavator is typically scheduled 2 to 4 weeks in advance. If needed, our specialty driller for the optional cores is typically scheduled 4 to 6 weeks in advance. We can complete the laboratory testing within 2 weeks of completion of the explorations. We can provide the City and Wilson preliminary design information as soon as it becomes available after laboratory testing. If this schedule does not meet your needs, please contact us regarding any modifications that will allow you to meet your time schedule.

We propose to complete the above-described services on a time-and-expense basis in accordance with our attached 2026 Schedule of Charges and terms of our Mutual Services Agreement with Wilson dated March 12, 2010, and addendum dated April 15, 2021, and will be authorized under separate task authorization. We estimate that our fees will be in general accordance with the breakdown in Table 1 below. We will only invoice for those services performed. We will not exceed this authorized budget without written authorization.

TABLE 1. PROJECT SCOPE AND ESTIMATED FEE SUMMARY

DESCRIPTION	ESTIMATED FEE
Data review, scoping, project setup	\$ 1,200
Field coordination, utility locate	\$ 2,500
Subcontracted geophysical survey	\$ 4,100
Field labor test pits and expenses	\$ 2,300
Subcontracted Excavator	\$ 3,000
Laboratory testing, log preparation	\$ 2,300
Engineering analyses and reporting	\$ 5,800
Design coordination meetings, project management, and invoicing	\$ 2,300
Total	\$ 23,500
<u>Optional:</u> Field labor for cores and expenses	\$ 4,600
<u>Optional:</u> Subcontracted driller	\$ 6,500
Subtotal of optional cores	\$ 11,100
Total including optional cores	\$ 34,600

We will invoice only for the services provided. We will not exceed our estimated fee unless conditions require a change in our scope of services. We will not proceed with a change in our scope of services without prior authorization.

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

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to present this scope of services and look forward to working with you on this project. Please call if you have questions.

Sincerely,
GeoEngineers, Inc.



Jacob A. Gillis, EIT
Staff Geotechnical Engineer

JAG:SWC:ijm



Sean W. Cool, PE
Principal

Attachments:
Schedule of Charges – Bellingham 2026

One copy submitted

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

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

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Schedule of Charges - 2026

COMPENSATION

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

PROFESSIONAL STAFF		
Staff 1 Scientist	\$	146/hour
Staff 1 Engineer	\$	152/hour
Staff 2 Scientist	\$	160/hour
Staff 2 Engineer	\$	165/hour
Staff 3 Scientist	\$	180/hour
Staff 3 Engineer	\$	190/hour
Project Scientist 1	\$	215/hour
Project Engineer 1	\$	220/hour
Project Scientist 2	\$	220/hour
Project Engineer 2	\$	225/hour
Senior Engineer/Scientist 1	\$	232/hour
Senior Engineer/Scientist 2	\$	255/hour
Associate	\$	295/hour
Principal	\$	315/hour
Senior Principal	\$	355/hour
TECHNICAL SUPPORT STAFF		
Administrator 1	\$	99/hour
Administrator 2	\$	109/hour
Administrator 3	\$	125/hour
CAD Technician	\$	121/hour
CAD Designer	\$	142/hour
Senior CAD Designer	\$	170/hour
GIS Analyst	\$	160/hour
Senior GIS Analyst	\$	178/hour
GIS Coordinator	\$	193/hour
*Technician	\$	112/hour
*Senior Technician	\$	124/hour
*Lead Technician	\$	138/hour
Environmental Database Manager	\$	219/hour
Health and Safety Specialist	\$	144/hour
Health and Safety Manager	\$	205/hour

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

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

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

EQUIPMENT		
Air Quality Equipment, per day	\$	210.00
Air Sparging Field Test, per day	\$	525.00
Construction Monitoring Equipment	\$	30.00
Continuous Recording Data Logger, per day	\$	350.00
Environmental Exploration Equipment, per day	\$	165.00
Field Data Acquisition Equipment (Field Tablet), per day	\$	55.00
Field Water Quality Testing Equipment, per day (1 day min.)	\$	90.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$	105.00
Generator, per day (1 day min.)	\$	105.00
Geotechnical Exploration Equipment, per day	\$	145.00
Groundwater Development and Sampling Pumps, per day (1 day min.)	\$	120.00
Groundwater Monitoring Equipment, per day	\$	250.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$	15.00
pH Probe/Meter, per day	\$	20.00
Rock/slope Fall Protection/Rigging Equipment, per day	\$	700.00
Single Channel Data Logger, per logger, per day (1 day min.)	\$	110.00
Slope Indicator, per day (1 day min.)	\$	210.00
Survey equipment, Porter sampling gear and Dynamic cone sounding equipment, per day	\$	50.00
Vapor Extraction Field Test, per day	\$	530.00
Vehicle usage, per mile, or \$30/half-day, whichever is greater	\$	IRS Rate
Vehicle - 4-wheel drive truck, per day (1 day min.)	\$	90.00
Water Disposal Equipment, per use, per day	\$	55.00
Water Quality Equipment, per day	\$	140.00

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

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

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

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

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

Associated Project Costs (APC)

Associated Project Costs (APC) equal to six percent (6%) of professional fees will be assessed. This fee allows GeoEngineers to invest in the necessary infrastructure to ensure we provide our clients with the latest technological and data security standards. The investments include maintaining and advancing technical tools and platforms across all aspects of our business, and strengthening our defenses against cyber threats to ensure data remains secure. These costs are not included in our hourly rates or direct expenses.

All rates are subject to change upon notification.

Appendix B – Peterson Structural Proposal



12121 Harbour Reach Dr.
Suite 110
Mukilteo, WA 98275
425.300.9075

March 20, 2026

Brian Smith, PE
Wilson Engineering, LLC
805 Dupont Street, Suite 7
Bellingham, WA 98225
(360) 773-6100

Project #: 2505-0014

RE: Anacortes 29th Street Reservoir Replacement – Scope and Fee Proposal

Dear Brian-

Thank you for the opportunity to provide structural engineering services for the design of a new 2.0MG AWWA D100 steel reservoir for the City of Anacortes, Washington. The new tank will replace an aging tank of the same volume located the same site. A new 12-ft by 12-ft equipment building is also included as part of the scope. Based on previous conversations, Peterson Structural Engineers, Inc. (PSE) understands that you require structural drawings, calculations, and specifications suitable for permit and construction for the new tank and equipment building.

Project Background & Summary

The existing 29th Street reservoir is a 2.0-MG welded steel tank originally constructed in 1978. The tank is roughly 93-feet in diameter and 40-feet tall. The tank sits in a wooded area at the base of a slope. Previous studies (completed in 2012 and 2019) indicated corrosion concerns as well as seismic vulnerabilities. Seismic vulnerabilities identified include shell overstress and uplift concerns at the base. Retrofit and repair of the existing tank is not considered to be a cost-effective alternative so a new replacement tank is proposed.

The new tank is anticipated to have the same total 2.0-MG volume and similar footprint. The storage height is also anticipated to be similar, but structure height will need to accommodate sloshing effects. Major appurtenances included in PSE's scope include exterior stairs, guardrails new hatch, vent openings, interior platform and interior ladder. Vent and pipe sizes are determined by others.

The equipment building is anticipated to be 12-ft square in plan with CMU walls and premanufactured truss roof. Additional features and details will be determined during design. Preliminarily, PSE assumes walls are 10-ft in height to the eaves and the foundation is flat slab on grade without vaults or pump pits. Wall openings for egress or louvers are assumed to be sized to meet standard CMU block modules.

PSE's deliverables will include structural design drawings at the specified design milestones for the proposed reservoir (foundation and steel superstructure). Final bid and permit documents include structural drawing sheets, supporting calculations package, and structural specification sections. Design will be completed in accordance with the 2024 International Building Code (IBC) with Washington State Building Code amendments and include applicable provisions from ASCE 7-22 and AWWA D100-21. PSE's scope is limited to structural design of the reservoir foundation and superstructure as well as the equipment building structural design.

Project Assumptions

PSE assumes the following:

- PSE assumes that a site-specific geotechnical study will be completed as part of the project to confirm suitability of an assumed shallow foundation and identify any hazards or design considerations related to an adjacent slope. Site soil characteristics and seismic parameters shall be provided to PSE prior to commencement of structural design. This proposal assumes geotechnical study will provide recommendations for foundation type, bearing values, frictional and passive resistance and settlement criteria. PSE reserves the right to revise our scope and fee proposal based on recommendations conveyed within the report.
- Foundations will be shallow spread footings. We have not included any time or expense for the design of deep foundations or piers. If foundation improvements for shallow foundations are not possible and deep foundations are required, we will revise our assumed scope and fees accordingly before proceeding.
- PSE assumes inlet and outlet piping will penetrate the ringwall foundation. Design of vaults which span the interior and exterior of the tank will incur additional fees.
- Requirements and layout of reservoir appurtenances and piping will be completed by the project Civil engineer with structural design and implementation coordinated with PSE. PSE will provide structural design for reservoir railings, manholes, penetrations and openings, landing platforms, pipe blocks and tie-off anchors. Vent design, hatch covers, and ladders shall be provided by project civil engineer.
- The equipment building will be 12-ft square in plan with flat slab on grade foundation. Above grade construction will be CMU walls and premanufactured wood truss roof. Top of wall elevation will be consistent around the perimeter of the building. We have assumed there will be no interior walls. PSE has not included time for detailing of below grade vaults, anchorage of interior equipment, evaluation of piping or its support or roof hatches for equipment replacement. Wall openings for egress and louvers will be coordinated during design and sized based on standard 8-in CMU block modules. Location of openings will be located such that they do not require special seismic detailing of the walls.
- Please note PSE's proposed fee does not include structural design of any retaining walls, fencing, or other outbuildings not specifically mentioned herein. Nor does this scope and fee include analysis or design for any mechanical equipment anchorage located on site. Cost estimation is also assumed to be by others based on our design drawings. We have included time for permit and bid support but understand that construction support will be scoped separately following design.
- All deliverables are assumed to be submitted electronically. No time or expense has been allocated to the generation of physical documents.

Proposed Project Scope

PSE proposes the following scope of work:

1. Project Management

- a. Attendance at up to (4) 1-hour project meetings (kick off, 30%, 75% and 100% design review workshops). All meetings assumed to be virtual.

- b. Internal and external project management and coordination with various project team members.
 - c. Detailed review of pertinent supporting documentation.
- 2. **30% Design Submittal**
 - a. Preliminary geometry assessment and foundation load summary
 - b. Development of preliminary reservoir gravity and lateral loads
 - c. Review of geotechnical information and (1) geotechnical coordination meeting held virtually, up to 1-hour duration
 - d. Analysis and design of reservoir, reservoir foundation and equipment building to 30% design level
 - e. Deliverable(s):
 - i. 30% structural sheets for review and comment
 - ii. List of anticipated structural specifications, assumes 6-digit CSI format
- 3. **75% Design Submittal**
 - a. Analysis and design of reservoir and equipment building to 75% design level after incorporating 30% design set comments
 - b. Deliverables:
 - i. Generation of 75% structural sheets for review and comment
 - ii. Development of 75% level technical specifications sections for review and comment
- 4. **100% Final Design Submittal**
 - a. Analysis and design of reservoir and equipment building to 100% design level incorporating 75% design set comments
 - b. Deliverables:
 - i. Generation of 100% structural sheets for review and comment
 - ii. Generation of final, bid-ready permit drawings incorporating final review comments
 - iii. Generation of final, permit-review ready structural calculations
 - iv. Generation of final, bid-ready specification sections
 - v. Note: Final documents will be sealed by a Structural Engineer licensed in Washington State and appropriate for bid and/or permit review
- 5. **Permit and Bid Support**
 - i. Permit Support – up to (12) hours to respond to permit review comments and to update drawings or calculations as necessary
 - ii. Bid Support – up to (6) hours to respond to questions from prospective bidders during the bid period
- 6. **Construction Support**
 - i. Not included at this time, to be scoped separately following final design

Exclusions from Proposed Project Scope

Items specifically excluded from this proposal include:

- Structures outside of the reservoir (except equipment building), below grade vaults or pipe supports, site walls
- Services during demolition of the existing tank
- Anchorage of equipment within the equipment building
- Design of equipment building below grade vaults, roof hatches and interior walls
- Client-initiated design changes after PSE has begun design
- Design and/or construction schedules
- Front end/non-structural specifications
- Construction cost estimating
- Temporary or permanent fencing design
- Project meetings unless otherwise noted in the proposed project scope
- Site civil (including but not limited to coatings, grading, drainage improvements, utility protection and ancillary piping)
- Architectural (including but not limited to egress, clearances, waterproofing and flashing)
- Mechanical/electrical/plumbing element design and coordination
- Construction support

Proposed Fee and Schedule

Based upon the scope above, we have generated a fee estimate as follows:

- Task Items 1-5: \$88,544 with estimated project expenses of \$0, for a total of **\$88,544**.

Project expenses will be billed at cost plus 10%. Invoices will be submitted at the beginning of the month for structural services performed in the previous month. Should revisions to this scope and fee proposal be affected by pending information or scope changes, we will apprise you of that situation before proceeding

Please note that the fee stated above is based solely on an estimate of the time to be expended to complete the scope items defined above. Changes or additions to the defined scope could result in additional fees. PSE will require an amended PO/TO or alternate client official notification before beginning work on design changes or modifications.

PSE understands the City desires an accelerated timeline. Preliminary milestones are summarized below. This delivery timeline is an estimate based on our current workload. The actual project timeline is dependent on the date that PSE receives all required notices and documents, including geotechnical recommendations.

- Start Design – May 15th, 2026
- 30% Design Submittal - July 1st, 2026
- 75% Design Submittal – September 1st, 2026

Wilson Engineering

- 100% Final Design Submittal – October 15th, 2026

The above proposal has been generated assuming that the structural engineering services are to be initiated within a six-month period from the proposal date and substantially completed within twelve months of the proposal date. If the schedule of work exceeds the projected time, we reserve the right to revise our fee estimate accordingly.

Electronic Communications

Contract approval will serve as acknowledgment and agreement to receive electronic communications via emails, text messages, and other electronic communications related to this project. To opt out of email, text message or other electronic communications, inform your PSE contact in writing.

Contract Approval

If the proposal is acceptable, please provide a contract for review and signature. A fully executed contract will serve as notice to proceed.

Thank you again for including us and we look forward to working with you on this project. Please call if you have any questions.

Sincerely,



Bill Sandbo, PE, SE

Principal

Peterson Structural Engineers, Inc.

Sent via email to Brian Smith on 3/20/2026 <bsmith@wilsonengineering.com>

PETERSON STRUCTURAL ENGINEERS*2026 Hourly Rates*

Principal-in-Charge	<i>\$321</i>
Principal	<i>\$305</i>
Senior Associate	<i>\$290</i>
Associate	<i>\$280</i>
Senior Project Manager	<i>\$274</i>
Senior Structural Engineer	<i>\$274</i>
Project Manager	<i>\$255</i>
Structural Engineer	<i>\$255</i>
Associate Project Manager	<i>\$240</i>
Senior Project Engineer	<i>\$227</i>
Project Engineer	<i>\$219</i>
Staff Engineer	<i>\$212</i>
Staff Designer	<i>\$205</i>
CADD Drafting	<i>\$169</i>
Administrative	<i>\$157</i>

- *Vehicle mileage will be billed at current U.S. General Services Administration allowable rates and periodically adjusted according to federal updates*
- *Direct expenses will be billed at cost plus 10%*
- *Hourly rates are typically revised annually January 1st (fiscal/calendar year)*

Appendix C – QCIC Proposal



Quality Coatings Inspection and Consulting, Inc.
721 Brickyard Blvd
Sedro Woolley, Washington 98284
Phone: (360) 990-2499
Email: sonny@gcic2.com
www.qualitycoatingsinspection.com

Inspection Estimate

Client: Wilson Engineering
Contact: Brian Smith, PE
Project: Anacortes, WA – Specification development
Date: March 18, 2026

About

Quality Coatings Inspection and Consulting, Inc. (QCIC) is a third-party NACE certified coatings inspection firm that takes pride in being reasonable, honest and accurate. We are based in the Puget Sound region of Washington State and have provided inspections throughout North America since 2001. We ensure each job is performed by the contractor as required in the project specifications and manufacturer's recommendations to achieve the best possible long-term performance of your coatings. All inspectors are trained in the prevention of corrosion through proper material selection, surface preparation and application procedures for protective coatings. QCIC is insured with professional liability and contractor general liability insurances for \$2,000,000 and \$1,000,000.

Our background includes Hydroelectric, Marine, Petroleum, Chemical, Water and Wastewater, Bridge, Nuclear, Structural, and Architectural. A few services offered by QCIC are Surveys and Evaluations, Material Selection, Specification Review and Development, Laboratory testing of coatings to identify heavy metals, and field and shop inspections. QCIC is also registered as a DBA through the Office of Minority and Women's Business Enterprises.

Specification development\$1,200.00

Additional Notes

Specification will be tailored specifically for the Anacortes project. Which will include NACE, SSPC, ASTM and any other necessary standards to ensure a quality, long-lasting paint job. This project is a public works project so the paint system will be an approved NSF system and several options will be in the specification for competitive bidding process.

Regards,

Sonny Mauricio
President/Owner
AMPP Senior Coatings Inspector w/bridge #30209
AMPP Certified Concrete Coatings Inspector
Quality Coatings Inspection and Consulting, Inc.

Appendix D – Drayton Archaeology Proposal



DRAYTON ARCHAEOLOGY

March 26, 2026

Jeff Christner, PE
Wilson Engineering
805 Dupont Street, Suite 7
Bellingham, Washington 98225

Re: Proposal for a Cultural Resource Assessment for the City of Anacortes, 29th Street Reservoir Replacement Project, Skagit County, Washington

Mr. Christner,

As requested, please find for review Drayton Archaeology's (Drayton) proposal for providing a cultural resource survey for the redevelopment of above noted facility (Attachment A). Work would include the replacement of the existing reservoir in the existing footprint. The regulatory environment for the project is the State Environmental Policy Act through the City of Anacortes (the City) and administered through the Washington Department of Archaeology and Historic Preservation (DAHP) if cultural resources are encountered (under RCW 27.53). The intent of the proposed review would be to locate and assess any potential cultural resources that would complicate the proposed work as planned.

Our cultural resource review would consist of a background review, field investigation, and final report preparation, including all previous work for the project. The scope and budget prepared assume that no cultural resources will be encountered, and the project would proceed without need for further work. If cultural resources are encountered, additional evaluation of the properties would be mandated for possible eligibility and effect. A comment period will follow the investigation involving the consulting Tribal Historic Preservation Officer(s) (THPO).

Below is a list of tasks recommended and necessary for completing the proposed work following regulatory mandates. Drayton can initiate work within days of reaching a signed agreement and receiving a notice to proceed. Drayton's final reporting will meet all required regulatory standards.

Proposed Tasks

1. Background Review

Upon receipt of an agreement to proceed and a signed back-sheet to this proposal, Drayton will:

- 1.1 Conduct background research using DAHP's WISAARD database and other relevant records, as needed, pertaining to previously conducted investigations and previously recorded sites within/near the project area.
 - 1.1.1 The background review will address ethnographic scoping and research into Tribal affiliations (for use in determining Traditional Cultural Property likelihood).

- 1.2 Generate maps for the review.
- 1.3 Compose narratives based on a review of previously recorded sites to inform survey methods and provide context for consultation and reporting; and,
- 1.4 Tabulate previously conducted archaeological surveys and recorded sites within a 0.25 to one-mile radius based on background review for consultation and reporting.

2 Fieldwork Methodology

Drayton will inspect the project area to determine the presence or absence of archaeological materials using the following methods. A visual reconnaissance will evaluate exposed soils and surfaces for identifiable cultural materials. Professional judgment will determine the locations of shovel probes throughout the project area. A detailed accounting of field work is as follows:

- 2.1 Conduct a pedestrian survey, inspecting the property to identify surface visible traces of cultural/archaeological material. Observing all exposed soils, animal burrows, cut banks, and along the edges of adjacent properties for cultural materials.
- 2.2 Excavate shovel probes with standard shovel to sterile soils (as accessible).
 - 2.2.1 Backfill soils at every test location, as necessary.
- 2.3 Screen soils through standard ¼" steel mesh mounted on standing rockers.
- 2.4 Observe (and note) soils, geologic inclusions / biologic intrusions, and any cultural materials, and activities in field journals.
- 2.5 Record spatial data by hand-drawn mapping and with handheld GPS devices, the locations of shovel probes, cultural resources, utilities, and areas of concern or interest; and,
- 2.6 Photograph the area, along with any exposed soils as needed and any cultural materials observed during the review.

3 Reporting

Upon completion of the cultural resource review, Drayton will:

- 3.1 Draft a report detailing all previous work at the site, including background review, field methodology, and fieldwork results, and provide recommendations.
- 3.2 Provide the draft for your review.
- 3.3 Upon your approval, submit the report disseminating the results to all agencies and concerned parties for official review; and
- 3.4 Provide a period for comments to inform the final reporting.

4 Considerations Not Budgeted

Any additionally ordered work is beyond the scope of this proposal. Other considerations:

- 4.1 There is complete access to all areas identified as the project area to undertake the necessary fieldwork to meet the compliance needs.

- 4.2 The proposal assumes that no archaeological, historic, or cultural items, sites, deposits, or structures will be located nor will formal recording and the submission of mandatory documentation (e.g. archaeological site, historic property, tribal cultural property, and other required forms) be required.
- 4.2.1 Additional costs are incurred when these items require recording to complete compliance regulations and mandates at any level.
- 4.3 Any future design changes to the proposed development not covered within the present scope of work may require additional archaeological oversight as mandated by the regulatory authorities. Drayton takes no responsibility for plan changes where ground-disturbing activities were not originally communicated to Drayton.
- 4.4 **Any additional consultation or work ordered or required by any regulatory authority (DAHP, the City) or any Tribal Agency, regardless of the rationale, is beyond the scope of this proposal; and,**
- 4.5 Encountering any Human Remains, graves, or burial offerings would require consultation, recording, mitigation, and expenses that are not budgeted for here and do present a situation where there are legally mandated actions and treatments pursuant to state law. Any costs to meet legal liabilities can be mitigated but not wholly avoided. Additional costs associated with encountering human remains are the responsibility of the property owner(s) and permit holder(s).

Drayton will provide a digital copy of all required documentation for your use and transfer, or at your direction, to all parties concerned. I've attached the scope of work and cost estimate for the project in Anacortes. If you do wish to proceed, please sign and return the proposal (the last page at a minimum) via email (filled-in PDF, scan, or even a cell phone pic is fine). This will officially get us going and help us properly schedule your project. The quoted cost of work in this estimate is good for 30 days from submission unless otherwise agreed upon.

If you have any questions, please feel free to call or email me for clarification at info@draytonarchaeology.com or (360) 739-3921.

My thanks for this opportunity,

A handwritten signature in purple ink, appearing to read 'G. Baldwin', is written over a light blue horizontal line.

Garth L. Baldwin, M.A., RPA 16248
Principal Investigator, Drayton Archaeology

If cultural resources are encountered, additional evaluation of the property would be mandated under the law (RCW 27.53 as administered through the Department of Archaeology and Historic Preservation – DAHP) for permitting (need for a Site Alteration and Excavation Permit via WAC 25-48). This permit may include additional site testing, controlled excavation units, and/or on-site monitoring as dictated by the extent of encountered resources and the need to mitigate the impact on those resources. In the event of the need for DAHP permitting, a new scope of work and cost estimate will be prepared to amend this proposal (as requested), and a new signature will be required for Drayton to move forward with undertaking the necessary regulatory mandates. A comment period will follow the investigation involving the consulting Tribal Agency or Tribal Historic Preservation Officer(s) (THPO), whichever the case may be.

Cost Estimate: Cultural Resources Review of the City of Anacortes, 29th Street Reservoir Replacement Project, Skagit County										
LABOR	Principal	Deputy PI	Proj Mgr	Field Director	Tech III CC	Tech II	Tech I	Admin	Hours	Totals
Pre-Field Prep	1	0	1	1	0	0	0	1	4	\$ 556.60
Desktop Review	0	0	0	0	4	0	2	0	6	\$ 594.00
Travel to/from Site	0	0	0	2.5	0	0	2.5	1	6	\$ 616.00
Field Work	0	0	0	8	0	0	8	0	16	\$ 1,707.20
Reporting & Editing	1	2	1	4	1	0	6	1	16	\$ 1,911.80
Total Hours	2	2	2	15.5	5	0	18.5	3	48	\$ 5,385.60
Hourly Price	\$ 198.00	\$ 176.00	\$ 148.50	\$ 127.60	\$ 105.60	\$ 96.80	\$ 85.80	\$ 82.50		
Labor Price Total	\$ 396.00	\$ 352.00	\$ 297.00	\$ 1,977.80	\$ 528.00	\$ -	\$ 1,587.30	\$ 247.50		\$ 5,385.60
EXPENSES	Unit	Unit Cost	Cost	Price						
Mileage (Federal Rate)	150	\$ 0.725	\$ 108.75	\$ 125.06						\$ 125.06
									Expense Total	\$ 125.06
									*Cost Estimate	\$ 5,510.66

*The above budget does not include costs associated with additional consultation, travel delays, reporting or mitigation if archaeological materials are located.

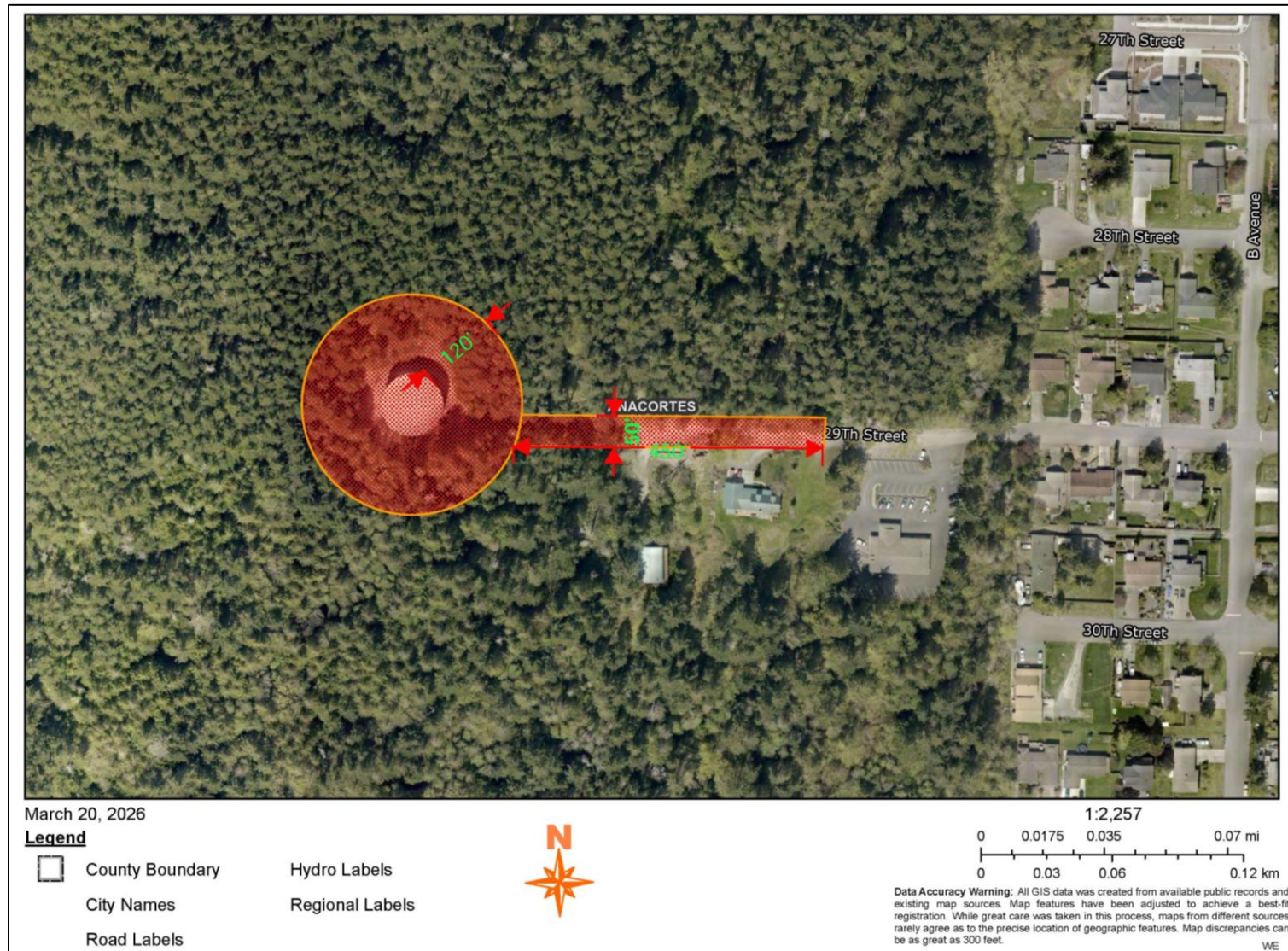
**Note: A fee of 10% may be applied to the Total Due amount of the invoice if not paid after 30 days.

Acceptance of Terms (Printed Name): _____

Signature in Acceptance: _____ (date)_____

ATTACHMENT A: THE PROJECT AREA ILLUSTRATION (PROVIDED BY WILSON ENG.)

6



Appendix E – Norton Corrosion Limited Proposal



Norton Corrosion Limited, LLC

8820 222nd Street SE, Woodinville, WA 98077

Phone (425) 483-1616

Email: pgoodwin@nortoncorrosion.com

www.nortoncorrosion.com

March 25, 2026

Curt Schoenfelder, PE
805 Dupont Street, Suite 7
Bellingham, WA 98225

P 360.733.6100
D 360.312.3136

E cschoenfelder@wilsonengineering.com

Subject: **CATHODIC PROTECTION ENGINEERING
29th STREET RESERVOIR REPLACEMENT
ANACORTES, WASHINGTON**

Dear Curt:

Norton Corrosion Limited (NCL) is pleased to provide you this estimated budget for cathodic protection (CP) design engineering for the above noted water tank.

We note the following regarding this scope of work:

- The reservoir will be of weld steel construction.
- At this time, we assume the design is to be based on an impressed current cathodic protection system (ICCP).
- The CP design budget assumes a 2-step submittal process: 90% and Final. Budget is based on providing bid ready CP drawings, specifications, and cost estimates.
- This budget is for CP engineering/design effort only
- Budget assumes the CP design submittals will be stamped by an NCL licensed PE.

Please consider the following:

Item	Quantity	Description	Rate	Ext. Rate
Pre-Design Work				
1	2 hrs	Project Setup & Pre-Design Review: NCL to setup/organize project workflow and review project document	\$253.00	\$506.00
2	2 hrs	Kickoff Meeting Prep and Kickoff Meeting: NCL will prepare and participate in a kickoff (via phone/teams) with project stakeholders. Meeting to help with redefining project timeline, goals, and objectives. Effort includes post meeting documentation.	\$253.00	\$506.00
Pre-Design Work-Estimated Budget				\$1,012.00
Design and Specifications 1st Submittal-90%				
3	2 hrs	Basis of Design	\$253.00	\$506.00
4	14 hrs	Prepare CP Specifications (NCL's normal CP specification process)	\$213.00	\$2,982.00
5	10 hrs	Prepare CP Design Drawings Supporting (Engineer)	\$213.00	\$2,130.00
6	16 hrs	CAD Drawings	\$135.00	\$2,160.00



Wilson Engineering
City of Anacortes 29th St Reservoir
March 25, 2026
Page 2

7	4	hrs	Prepare Cost Estimate of materials, installation, and installation support/assistance needs.	\$213.00	\$852.00
8	2	hrs	Principal Review	\$253.00	\$506.00
1 st Submittal Estimated Budget					\$9,136.00
Design and Specifications 2nd Submittal-Final					
9	1	hrs	Basis of Design	\$253.00	\$253.00
10	8	hrs	Finalize CP Specification (NCL's normal CP specification process)	\$213.00	\$1,704.00
11	6	hrs	Finalize CP Design Drawings Support (Engineer)	\$213.00	\$1,278.00
12	8	hrs	CAD Drawings	\$135.00	\$1,080.00
13	2	hrs	Prepare Cost Estimate of materials, manpower, and installation support/assistance needs.	\$213.00	\$426.00
14	2	hrs	Principal Review	\$253.00	\$506.00
2 nd Submittal Estimated Budget					\$5,247.00
Total CP Design Budget					\$15,395.00
Post CP Design Effort					
15	6	hrs	Post design phone calls/research	\$253.00	\$1,518.00
16	6	hrs	Bid Support (review respond to questions – up two addendums)	\$253.00	\$1,518.00
17	6	hrs	Construction Support (review CP submittals and review/respond to RFIS)	\$253.00	\$1,518.00
18	1	lot	Witness Post Installation CP Testing and Review Report	\$2,092.00	\$2,092.00

Terms: Net 30 days on approved credit. Validity of proposal 60 days. NCL maintains \$3/5M professional liability insurance- higher limits are available at additional cost. Thank you for the opportunity to present this proposal. We look forward to your positive response.

Sincerely,


Philip Goodwin
Technical Marketing

Authorized by

Date

29th Street Water Reservoir Replacement Project

Logan Lee, Public Works Director

April 6th 2026







Project Overview

- Water Rates/User Fees
 - \$500,000 Total Budgeted in 2026
- Replacement of the existing steel water reservoir with a new 2.0 million gallon steel reservoir.
- Demolition and removal of the existing structure and foundation.
- Modifications to associated water system piping and connections.
- Electrical and instrumentation upgrades to support system monitoring and operation. New enclosure
- Hydraulic Modeling to ensure system reliability during reservoir downtime
- Project will improve system reliability, operational efficiency, and long term resiliency of the City's water distribution system.





City Council Agenda Bill

April 6, 2026

Action Type: Ordinance

Item: 7.f.

Title: Ordinance 5026: Prohibiting the Feeding of Wild Animals

Staff Contact(s): Darcy Swetnam

Approved for Submittal to Council by:

Greg Francioch
Darcy Swetnam
Steve Hogle

Summary: This ordinance would add Chapter 6.15 to the AMC, which would prohibit feeding wild animals within the City. Violations of the chapter would be a class 4 civil infraction and repeated violation would be a class 3 civil infraction. The prohibition would not apply to bird feeders, including hummingbird feeders, but would include feeding animals like deer, raccoons, pigeons, and seagulls.

Budget Impact:

NA

Previous Action: NA

Recommended Motion: This is a first read. The eventual motion will be to adopt Ordinance 5026, creating Chapter 6.15 prohibiting feeding wild animals.

Alternative Actions: Decline to adopt

Attachments (listed in order presented):

1. Ord 5026 - Prohibiting Feeding Wild Animals
2. Public Comment - Amelia and Brent Kolb - Ordinance 5026
3. Public Comment - Deb and Dan Call - Ordinance 5026
4. 260406 - Ord 5026 Presentation

Ordinance 5026

An Ordinance Prohibiting the Feeding of Wild Animals

Whereas feeding wild animals leads to public health concerns and increases the chance of disease transmission to people and wildlife;

Whereas human food is not healthy for wild animals as they have specialized diets and can become malnourished or die if fed the wrong foods;

Whereas wild animals with regular access to humans often lose their fear of people and can become aggressive;

Whereas deer that become accustomed to being fed may be exposed to traffic and death by car;

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

Section 1. The Anacortes Municipal Code is amended as shown in Exhibit A.

Section 2. Authority to Make Necessary Corrections. The City Clerk and the codifier of this Ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 3. Severability. The various parts, sections, and clauses of this ordinance are hereby declared to be severable. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision must not affect the validity of the remaining parts of this ordinance.

Section 4. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication.

ADOPTED by the City Council of the City of Anacortes this ____ day of _____, 2026.

CITY OF ANACORTES:

Ryan Walters, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Exhibit A

Chapter 6.15 Feeding of Wild Animals

6.15.010 Applicability

- A. This chapter applies to all property, public or private, within the corporate limits of the city.
- B. This chapter does not apply to an animal control officer, veterinarian, peace officer, City employee, federal or state wildlife official, or property owner who is authorized by a local, state, or federal government to treat, manage, capture, trap, hunt, or remove wild animals and who is acting within the scope of the person's authority.
- C. This chapter does not apply to food that may derive from landscaping or gardening elements including shrubs, live crops, plants, flowers, vegetation, gardens, trees, and fruit or nuts that have fallen on the ground from trees.

6.15.020 Definitions

"Food" means a nourishing substance that is eaten or otherwise taken into the body of an organism to sustain life, provide energy, or promote growth, and includes substances containing mineral nutrients, such as salt.

"Wild animal" includes any animal or bird other than domestic dog, domestic cat, or another domesticated animal lawfully owned and maintained within the city, and includes all deer, racoons, seagulls, and pigeons.

6.15.030 Prohibition

- A. It is unlawful to intentionally feed any wild animal, or to intentionally make food available for consumption by a wild animal.
- B. A person is presumed to violate this section if the person leaves food on the ground outdoors or in any outdoor area reachable by a wild animal.
- C. Provision of bird food in a bird feeder, or liquid food in a hummingbird feeder, is not a violation of this section.

6.15.040 Penalty

- A. A violation of this section is a class 4 civil infraction per Chapter 7.80 RCW.
- B. A second or subsequent violation of this section within a year is a class 3 civil infraction per Chapter 7.80 RCW.

From: [A.L. K.](#)
To: [CityClerk](#)
Subject: Public comment on Ordinance 5026
Date: Sunday, April 5, 2026 11:52:26 AM
Attachments: [Deer in Anacortes test positive for viral infection _AP News.pdf](#)
[Kolb Public Comment Ord 5026.pdf](#)

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

Dear City Clerk,

Please find attached our public comment on Ordinance 5026. Thank you!

Regards,
Amelia Kolb
434-603-0155

Amelia & Brent Kolb
2105 E Ave
Anacortes, WA 98221

Anacortes City Council

05/06/26

Dear City Council Members,

We are writing to you with our comments regarding Ordinance 5026 prohibiting feeding wild animals in Anacortes.

We have been personally impacted by residents in our neighborhood who have fed deer almost daily since we moved into our home 5 years ago. We've spoken to them multiple times, requesting they stop feeding the deer for the reasons we detail below, and they responded that they will not stop feeding the deer and that they have been doing so for their personal enjoyment for 20+ years. An ordinance prohibiting this common practice in Anacortes is overdue and we strongly support it and thank the council for their efforts.

The practice of feeding city deer impacts our family because it concentrates the already overpopulated deer in our neighbor's yard nearly every day. The deer have created deer trails through our yard and our other neighbors' yards. The deer eat nearly everything we plant in our yard that does not have a fence around it, including deer resistant and toxic plants such as rhubarb, mint, and ferns. The corn that the neighbors feed the deer causes the deer to produce unnaturally large, wet feces piles in our yard. The corn also attracts large flocks of pigeons that then roost over and make a mess of our and our neighbors' vehicles and sidewalk.

In addition to the impacts to us personally, our real concern is for the deer themselves. Corn is not a healthy food for deer and is very hard for them to digest. The deer in our neighborhood are visibly unhealthy. Concentrating them immediately next to our busy road makes them more likely to be hit by cars. Concentrating them so close to people reduces their natural, healthy fear of people. Concentrating them also causes them to spread diseases, making future outbreaks of adenovirus hemorrhagic disease such as the one in 2021 more likely (see attachment). Good stewardship of our native, wild deer means doing what is right for them, not using them for personal entertainment. Let them grow up wild and stay wild.

Please pass Ordinance 5026 as written for the benefit of all residents – deer and human alike.

Sincerely,

Amelia & Brent Kolb
2105 E Ave
Anacortes, WA 98221
434-603-0155

AP

[Middle East wars](#)[Election 2024](#)[AP Top 25](#)[Jim Donovan](#)[Bed-Stuy aquarium](#)

**AP SETS THE STANDARD FOR POLITICAL REPORTING.
SUPPORT INDEPENDENT, FACT-BASED JOURNALISM.**

DONATE

Deer in Anacortes test positive for viral infection

Published 4:58 AM PDT, July 30, 2021

ANACORTES, Wash. (AP) — At least one deer in northeast Anacortes has died as a result of a viral infection, according to the state Department of Fish and Wildlife.

Robert Waddell, the district wildlife biologist for Skagit and Whatcom counties, said testing of tissue samples from a buck found dead July 18 near Cap Sante Park confirmed the animal had adenovirus hemorrhagic disease, the Skagit Valley Herald [reported](#).

The lab is now examining samples from a fawn found dead July 25 in the same area. The results are expected next week. There have been at least five fawns, one buck and one doe found dead in the area this month, likely due to AHD.

The presence of the disease in Anacortes follows its spread in the San Juan Islands earlier this year. The disease does not pose a risk to livestock, pets or people, but anyone who sees live or dead deer with signs of AHD are asked to report it.

Infected deer may have symptoms including rapid or open-mouth breathing, foaming or drooling from the mouth, diarrhea, weakness and emaciation. Because the disease spreads directly from deer to deer, officials ask the public not to provide food or water for the animals to avoid deer congregation.

From: [No Reply](#)
To: [CityClerk](#)
Subject: Public Comment Submission
Date: Monday, April 6, 2026 4:39:17 PM

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

Submitted by: Deb & Dan Call
Email Address: debndan91@gmail.com

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/1430/overview>
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: I agree with the Kolbs about stopping the feeding of wildlife in this and all neighborhoods. Being next to a main arterial, numerous deer are killed by vehicles. It is a known fact that people feeding wildlife is not at all 'natural' to ANY wildlife, it only makes them unhealthy and sick with possible death. Please pass this ordinance and ENFORCE it or it will be useless. We all know the location of the wildlife feeders as the deer stand on their porch waiting for them to feed them this unnatural diet. Bread to ducks and geese are also detrimental to their health. But these violators need more than a warning, they need to be educated and fined. Otherwise, it's a waste of time, not to mention a waste of life for the wildlife. Thank you for taking care of wildlife we are blessed to have. deb call

ORDINANCE 5026: PROHIBITING THE FEEDING OF WILD ANIMALS

APRIL 6, 2026





KEY PROVISIONS

- Creates new Chapter 6.15 in the AMC – Feeding of Wild Animals
 - Cites public health concerns about diseases, impacts on animal diet, decreased aversion to humans leading to aggression, increased death due to traffic collisions
 - Defines Wild animals
 - Non-domestic animals lawfully owned
 - Includes deer, raccoons, seagulls, and pigeons
-

ORDINANCE OVERVIEW

- Prohibits
 - Intentionally feeding wild animals or making food available
 - Presumption of violation if food left outside on the ground
 - Does not apply to
 - Bird feeders, including hummingbird feeders
 - Food derived from landscaping or gardening that has fallen on the ground from trees
 - Penalty
 - Class 4 civil infraction (1st)
 - Class 3 civil infraction (2nd and subsequent)
-





THANK YOU!



City Council Agenda Bill

April 6, 2026

Action Type: Ordinance

Item: 7.g.

Title: Ordinance 5027: Prohibiting Virtual Currency Kiosks

Staff Contact(s): Darcy Swetnam

Approved for Submittal to Council by:

Greg Francioch
Darcy Swetnam
Steve Hogle

Summary: This ordinance would create new AMC Chapter 5.42 regarding virtual currency kiosks. The Chapter defines virtual currency kiosks and operators and makes it unlawful to host, allow, operate, permit or locate a virtual currency kiosk within the City. Violations of this chapter constitute class1 civil infractions and subject violators to loss of their business license. This new chapter addresses a concern about criminals manipulating victims into transferring money using these kiosks, which facilitate transactions that are difficult to trace and largely irrevocable. The ordinance does not restrict online virtual currency transactions, but prevents cryptocurrency ATMs from operating in spaces open to the general public, like grocery stores.

Budget Impact:

NA

Previous Action: NA

Recommended Motion: This is a first read. Eventually the motion will be to adopt Ordinance 5027, creating Chapter 5.42 of the Anacortes Municipal Code to prohibit virtual currency kiosks within the City of Anacortes.

Alternative Actions: Decline to adopt.

Attachments (listed in order presented):

1. Ordinance 5027 Prohibiting Virtual Currency Kiosks

2. Public Handout Submission - Dan Maul - Ordinance 5027
3. 260406 - Ord 5027 Presentation

Ordinance 5027

An Ordinance Prohibiting Virtual Currency Kiosks

Whereas Virtual Currency Kiosks, also known as crypto ATMs, are frequently used by criminals to manipulate, intimidate, and threaten victims into using those kiosks to send cash;

Whereas Virtual Currency transactions are quick and largely irrevocable, so that once a user transfers or deposits funds, that money is generally unrecoverable;

Whereas a 2024 FBI report found that adults ages 60 and older accounted for over 85 percent of reported fraud losses involving crypto kiosks;

Whereas more than 32% of the City's population is over the age of 65;

Whereas the City has limited ability to regulate the underlying transactions but can regulate the placement and use of physical kiosks within the City;

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

Section 1. The Anacortes Municipal Code is amended as shown in Exhibit A.

Section 2. Authority to Make Necessary Corrections. The City Clerk and the codifier of this Ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 3. Severability. The various parts, sections, and clauses of this ordinance are hereby declared to be severable. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision must not affect the validity of the remaining parts of this ordinance.

Section 4. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication.

ADOPTED by the City Council of the City of Anacortes this ____ day of _____, 2026.

CITY OF ANACORTES:

Ryan Walters, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Exhibit A

Chapter 5.42 Virtual Currency Kiosks

5.42.010 Purpose

The purpose of this chapter is to prohibit the placement and use of virtual currency kiosks within the city as necessary and appropriate to prevent dangers to public health and safety, and to preserve public morality, health, peace and good order within city limits.

5.42.020 Applicability

- A. This chapter does not apply to transfers of Virtual Currency.
- B. This chapter does not apply to any Virtual Currency Transfers that are conducted without the use of a Virtual Currency Kiosk and does not intend to interfere with other types and methods of Virtual Currency Transfers.

5.42.030 Definitions

The following terms as used in this chapter have the meanings below.

- A. “Virtual Currency” means a digital representation of value that is neither issued by a central bank nor a public authority, but is accepted as a means of payment and can be transferred, stored, or traded electronically.
- B. “Virtual Currency Kiosk” means an electronic terminal located in an area accessible to the general public which acts as a mechanical agent of the Virtual Currency Kiosk Operator, enabling the exchange of Virtual Currency for money, bank credit, or other virtual currency.
- C. “Virtual Currency Kiosk Operator” means a person or entity that:
 - 1. knowingly permits the use or installation of a virtual currency kiosk on property owned, leased or controlled by the person or entity;
 - 2. operates a Virtual Currency Kiosk within the city limits; or
 - 3. owns a Virtual Currency Kiosk that is either located or operated within city limits.

5.42.040 Prohibition

It is unlawful for any person or entity to host, allow, operate, permit, locate or place a Virtual Currency Kiosk within the City of Anacortes. Any Virtual Currency Kiosk existing in the City as of the Effective Date of this Ordinance must be removed within 60 days after the Effective Date.

5.42.050 Penalty

- A. A violation of this chapter is a class 1 civil infraction per Chapter 7.80 RCW and may be subject to civil penalties in the amount of \$500 per day per AMC Title 20.
- B. The Finance Department may cancel or revoke the business license or registration of any Virtual Currency Kiosk Operator in violation of this chapter.

Crypto ATM Ban – Anticipated Questions & Answers

Who uses these crypto ATMs/kiosks?

Predominately victims of scams. Some are investors new to crypto, people sending money home or in cash intensive businesses and people who don't trust banks. Other than that, it's thieves, petty criminals, drug dealers, traffickers and people who want anonymity.

What kind of fees do they charge

A number of different pricing models but usually there's a flat transaction fee and a 'spread' or mark up over the current market price. Totals can be as much as 25%.

Q: Will I still be able to use the coin sorting

Yes

Q: Do we have the authority to ban crypto ATMs?

Yes. Cities routinely regulate or prohibit specific business activities through licensing and zoning when there is a clear public safety risk. Several U.S. cities have already enacted bans without successful legal challenges to date.

Q: Is there real evidence these are tied to fraud?

Yes. Law enforcement agencies and state attorneys general consistently report that crypto kiosks are heavily used in scams. Victims are routinely directed to these machines because they allow fast, anonymous transfer of cash into crypto.

Q: Are there legitimate uses?

Yes—but they are limited and declining as safer, lower-cost options exist online and through regulated exchanges.

Q: What about unbanked residents?

A: Crypto ATMs are one of the most expensive ways to access financial services, often charging double-digit fees. They are not a substitute for safe, affordable banking.

Q: Will this hurt local businesses?

A: These machines provide modest rental income, but they also expose businesses to reputational risk and potential liability for hosting devices tied to fraud. Protecting residents outweighs minimal economic benefit.

Q: What does it cost to enforce?

A: Minimal—this is complaint-driven and similar to enforcing other prohibited business activities. The Department of Financial Institutions requires a Money Transmitter License and the list is available on request.

(Over)

Q: Why not just limit transactions or require warnings?

A: Those measures have been implemented in multiple states and have not stopped scams. Scammers simply adjust—sending victims to multiple machines or coaching them through warnings.

Q: Do these machines make investigations harder?

Yes. Once funds are converted to cryptocurrency and transferred, they can be moved across jurisdictions instantly and are extremely difficult to recover. This is a consistent challenge cited by law enforcement.

Q: Will a ban reduce fraud?

It removes one of the primary cash-to-crypto onramps used in scams, especially for older adults. It won't eliminate fraud entirely, but it will significantly reduce a major pathway.

OVERALL STATE STATISTICS, *Continued*

CRYPTOCURRENCY LOSSES BY STATE*					
Rank	State	Loss	Rank	State	Loss
1	California	\$1,393,628,996	30	Louisiana	\$49,306,020
2	Texas	\$738,583,341	31	Kansas	\$49,045,398
3	Florida	\$584,746,970	32	Indiana	\$48,009,883
4	New York	\$375,087,857	33	New Mexico	\$43,269,446
5	Illinois	\$272,633,678	34	Oklahoma	\$37,752,198
6	District of Columbia	\$262,640,821	35	Wyoming	\$36,386,737
7	New Jersey	\$236,721,074	36	Idaho	\$35,149,916
8	Pennsylvania	\$218,642,276	37	Kentucky	\$32,907,797
9	Washington	\$204,694,032	38	Hawaii	\$24,893,821
10	Massachusetts	\$201,530,349	39	Nebraska	\$23,094,744
11	Georgia	\$197,647,537	40	New Hampshire	\$22,699,416
12	Nevada	\$185,521,892	41	Arkansas	\$20,654,583
13	Arizona	\$177,578,809	42	Iowa	\$20,350,712
14	North Carolina	\$174,411,615	43	Delaware	\$19,973,180
15	Virginia	\$158,769,093	44	Maine	\$17,137,660
16	Maryland	\$132,730,401	45	Mississippi	\$14,505,794
17	Colorado	\$130,631,488	46	South Dakota	\$13,811,508
18	Michigan	\$126,330,606	47	Montana	\$12,900,561
19	Ohio	\$123,379,667	48	Rhode Island	\$12,556,877
20	Missouri	\$93,029,140	49	Alaska	\$11,780,664
21	Minnesota	\$91,614,693	50	North Dakota	\$7,700,246
22	Tennessee	\$82,748,140	51	West Virginia	\$7,686,156
23	Puerto Rico	\$71,185,851	52	Vermont	\$4,265,121
24	Oregon	\$68,159,115	53	U.S. Minor Outlying Islands	\$874,714
25	Utah	\$68,133,250	54	Guam	\$751,009
26	Wisconsin	\$67,513,795	55	Virgin Islands, U.S.	\$324,580
27	South Carolina	\$60,529,485	56	American Samoa	\$145,182
28	Connecticut	\$59,749,544	57	Northern Mariana Islands	\$16,946
29	Alabama	\$51,273,598			

* Note: This information is based on the total number of complaints from each state, American Territory, and the District of Columbia when the complainant provided state information. Please see Appendix C for more information regarding IC3 data.

OVERALL STATE STATISTICS

CRYPTOCURRENCY COMPLAINTS BY STATE*					
Rank	State	Count	Rank	State	Count
1	California	19,508	30	Kentucky	1,196
2	Texas	11,270	31	Louisiana	1,165
3	Florida	10,698	32	New Mexico	885
4	New York	8,053	33	Kansas	862
5	Pennsylvania	4,355	34	Idaho	835
6	Illinois	4,319	35	Arkansas	775
7	New Jersey	4,259	36	Hawaii	709
8	Washington	4,169	37	Iowa	668
9	Arizona	4,145	38	Mississippi	582
10	Virginia	4,016	39	New Hampshire	547
11	North Carolina	3,684	40	Nebraska	541
12	Georgia	3,533	41	District of Columbia	534
13	Ohio	3,371	42	Alaska	453
14	Colorado	3,218	43	Maine	429
15	Maryland	3,158	44	Montana	421
16	Massachusetts	3,015	45	Delaware	406
17	Michigan	3,009	46	West Virginia	406
18	Tennessee	2,354	47	Rhode Island	329
19	Nevada	2,153	48	Puerto Rico	278
20	Oregon	2,070	49	South Dakota	254
21	Wisconsin	1,973	50	Wyoming	250
22	Missouri	1,951	51	Vermont	207
23	South Carolina	1,944	52	North Dakota	184
24	Indiana	1,880	53	U.S. Minor Outlying Islands	28
25	Minnesota	1,852	54	Guam	15
26	Utah	1,658	55	Virgin Islands, U.S.	13
27	Connecticut	1,361	56	American Samoa	5
28	Alabama	1,313	57	Northern Mariana Islands	3
29	Oklahoma	1,208			

* Note: This information is based on the total number of complaints from each state, American Territory, and the District of Columbia when the complainant provided state information. Please see Appendix C for more information regarding IC3 data.

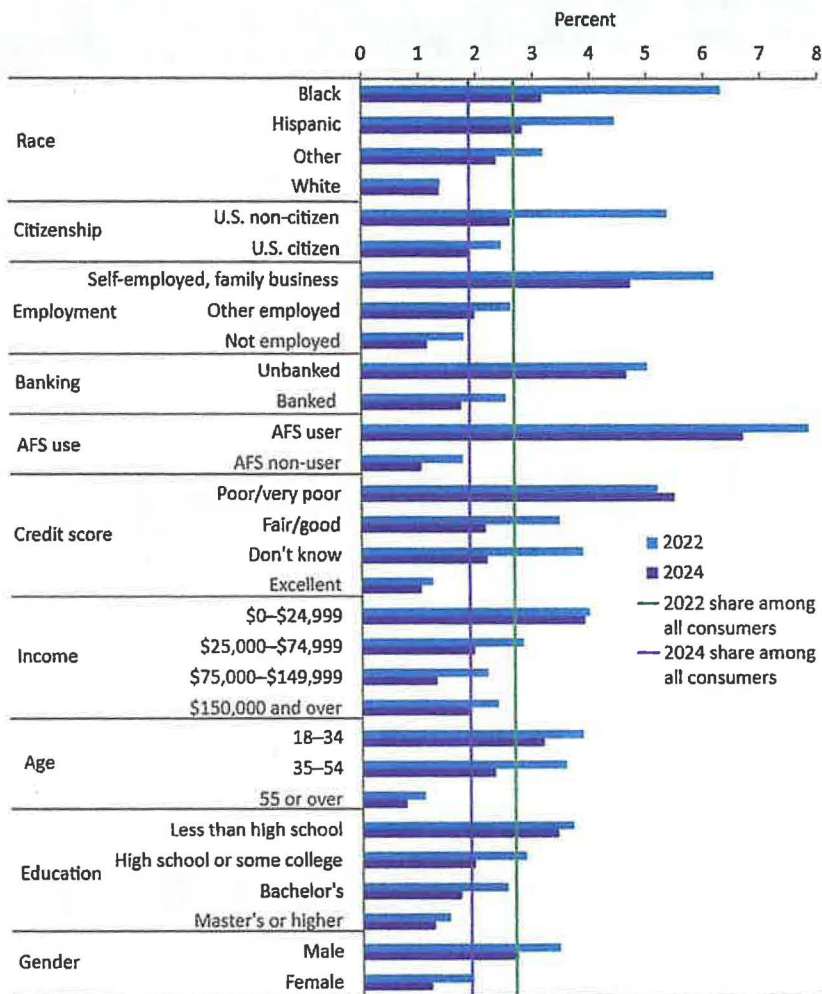
CRYPTOCURRENCY in FRAUD TRENDS

Cryptocurrency Investment	CRYPTO INVESTMENT FRAUD by AGE GROUP		
	Age Group	Count	Losses
41,557 Complaints; \$5.8 Billion in Losses	Under 20	303	\$3,307,216
-----	20 - 29	2,906	\$273,447,400
29% Increase in Complaints from 2023	30 - 39	6,217	\$373,696,736
47% Increase in Losses from 2023	40 - 49	7,145	\$1,053,964,645
-----	50 - 59	6,364	\$811,298,119
The FBI Warns of a Spike in Cryptocurrency Investment Schemes	Over 60	8,043	\$1,600,353,509

Cryptocurrency ATMs/Kiosks		REPORTS of CRYPTO ATM/KIOSK USE by AGE GROUP			
10,956 Complaints; \$246.7 Million in Losses		Age Group	Count	Losses	
-----		Under 20	7	\$51,913	
99% Increase in Complaints from 2023		20 - 29	280	\$3,739,620	
31% Increase in Losses from 2023		30 - 39	361	\$4,241,387	
-----		40 - 49	319	\$3,621,774	
The FBI Warns of Fraudulent Schemes		50 - 59	349	\$5,523,230	
Leveraging Cryptocurrency ATMs and QR		Over 60	2,674	\$107,206,251	
Codes to Facilitate Payment					
CRIME TYPES MOST ASSOCIATED WITH CRYPTO ATM USE					
	Count	Losses		Count	Losses
Extortion	4,189	\$5,601,953	Government Impersonation	1,786	\$44,587,335
Tech Support	3,037	\$107,429,709	Investment	606	\$38,090,269

Extortion/Sextortion	EXTORTION / SEXTORTION by AGE GROUP		
	Age Group	Count	Losses
54,936 Complaints; \$33.5 Million in Losses	Under 20	3,806	\$1,006,975
-----	20 - 29	13,302	\$5,471,516
59% Increase in Complaints from 2023	30 - 39	9,204	\$5,473,072
9% Increase in Losses from 2023	40 - 49	6,794	\$3,726,438
-----	50 - 59	4,940	\$2,899,089
Malicious Actors Manipulating Photos and Videos to Create Explicit Content and Sextortion Schemes	Over 60	5,903	\$7,821,886

Chart 2: Shares of consumers who pay with cryptocurrency declined from 2022 to 2024 across almost all types of consumers



Federal Reserve Bank of Kansas City September 24, 2025



From the Desk of Marc Grens & Jonathan Solomon
Red Leaf Chicago, LLC., d/b/a DigitalMint
301 W Grand Ave, #383
Chicago, IL 60654
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February 24, 2026

RE: Comment for the State of Washington State Crypto Kiosk Legislation (SB 5280): from the Founders of One of the Earliest and Largest Crypto ATM Operation in the United States

We write to you as the co-founders of DigitalMint, formerly one of the earliest and largest cash-to-cryptocurrency ATM operators in the United States. Founded in 2014, we built DigitalMint with the mission of providing financial services to the underbanked population, an onramp to digital payments for those who needed it most. We are writing today to offer our support for this legislation and to share the hard-won lessons from our decade of experience as former operators who voluntarily exited the industry in 2024 due to the systemic fraud and consumer harm we witnessed firsthand.

From our earliest days, we took a different approach than many of our competitors. Unlike many competitors who outsourced compliance and software, we developed our systems in-house to maintain strict control. As early as 2016, we were the first operator to require full government-issued identification for all account openings, regardless of transaction size. This rigorous approach gave us unprecedented visibility into who was using these machines and why.

What we discovered over the following years was deeply troubling and ultimately shaped our decision to exit the business entirely.

Our internal data, encompassing tens of thousands of records and interactions over several years with our customer support and fraud prevention teams revealed a striking correlation: nearly all customers who transacted \$1,000 or more were victims of fraud. This was not an isolated phenomenon but a systemic problem inherent to the cryptocurrency kiosk model.

When we recognized the scope of the fraud problem, we attempted to lead the industry toward higher standards by establishing a non-profit industry think tank dedicated to improving fraud prevention across all cryptocurrency kiosk operators. However, when we approached executives at other major kiosk companies, the response was disheartening but clear: because there were no regulations forcing them to stop fraud, preventing scams would only decrease their revenues. Less scrupulous operators had no incentive to implement safeguards that might cause customers to abandon transactions. Consequently, bad actors were profiting immensely from the victimization of vulnerable citizens.

The economic reality made our position untenable. Because we implemented rigorous compliance procedures and refused to process transactions we believed were connected to fraud, our revenues per location were a fraction of those of all our competitors. This meant we could not compete for prime retail locations, as landlords naturally chose operators who could pay higher monthly fees. When we explained to retail partners that their higher rents were, in effect, subsidized by fraud victimization, we were greeted with little sympathy. The market rewarded those willing to look the other way.

By 2022, we faced an unavoidable conclusion: the cryptocurrency kiosk industry would not clean itself up, and fraud victimization would only worsen without external intervention. We made the difficult strategic decision to wind down our cryptocurrency kiosk operations entirely, a process we completed in 2024. Today, DigitalMint focuses exclusively on cyber incident response and ransomware settlement services, where our commitment to compliance is an asset rather than a competitive disadvantage.

Spokane crypto kiosks banned after \$141 million in scam losses

Jun 18, 2025, 4:02 PM

BY [JASON SUTICH](#) Content Editor

The City of Spokane is banning all cryptocurrency kiosks in the city in response to the surge of crypto scams from the machines which netted more than \$141 million in losses in Washington in 2023.

Additionally, the FBI reported nearly \$5.6 billion in nationwide losses due to cryptocurrency kiosk-aided scams in 2023.

The Spokane City Council unanimously voted on the “[Virtual Currency Kiosk Prohibition for a Safer Spokane](#)” ordinance on Monday, making Spokane the first city to eliminate cryptocurrency kiosks.

“This ordinance provides for a tool to protect consumers from those individuals who rely primarily on virtual currency to defraud others,” the [ordinance](#) stated.

Cryptocurrency transfers are initiated by taking coins that have been purchased and sending them to an address, or wallet, represented by either a QR code or a long series of letters and numbers.

“This ordinance will protect vulnerable Spokane residents from scams involving virtual currency kiosks, and I am proud we are the first city in the state to move this legislation forward,” Council Member Paul Dillon stated. “These kiosks have become a preferred tool for scammers looking to defraud unsuspecting victims.”

Cryptocurrency kiosks function like a regular bank ATM; however, these kiosks do not dispense physical currency. Instead, users can purchase virtual currency to be stored in a personal crypto wallet or transfer the money anywhere in the world.

Once a cryptocurrency transfer is made, it’s not possible to recover the funds unless it’s sent back by the recipient.

“I’ve had a number of cases where this money that’s placed in there will end up in places like China, North Korea, Russia,” Spokane Police Department Detective Tim Schwering told the council, according to [The Center Square](#). “Places that don’t have diplomatic relationships with the United States. What is happening is people are getting scammed.”

Schwering further explained how scammers have posed as law enforcement or the Internal Revenue Service (IRS), who then coerce their target to buy cryptocurrencies from the kiosk as a remedy for protecting their money. These scammers often target senior citizens and tell them they could face jail time if they do not comply, according to [The Center Square](#).

The ordinance demands that kiosk operators remove all ATMs within the city limits over the next 60 days. Failure to do so could result in a civil infraction and the loss of their business license, according to [The Center Square](#).



ORDINANCE 5027: PROHIBITING VIRTUAL CURRENCY KIOSKS

APRIL 6, 2026



OVERVIEW

- Creates a new Chapter 5.42 of the AMC regarding Virtual Currency Kiosks
- Virtual currency includes Bitcoin, Ethereum, Litecoin, Zcash, and others
- Virtual Currency Kiosk: Electronic terminal in an area accessible to the general public

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- Unlawful to host, allow, operate, permit, locate, or place a Virtual Currency Kiosk within the City of Anacortes
 - Existing Kiosks must be removed within 60 days of Ordinance
 - Does not restrict virtual currency transfers other than at Kiosks
 - Penalties:
 - Class 1 civil infraction
 - Civil penalties of \$500 per day
 - Termination of City business license for Virtual Currency Kiosk Operators violating the Chapter
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