



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

June 15, 2026
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Finance Committee (Report)
4. **Public Comment**
 - a. [Participation Rules and Procedures](#)
5. **Consent Agenda**
 - a. Minutes of June 8, 2026 (Action)
 - b. Approval of claims in the amount of \$1,248,342.38 (Action)
 - c. Contract Award: RC Mower R-60 Purchase #26-189-ERR-001 (Action)
6. **Other Business**
 - a. STAR Center Update (Presentation)
 - b. Interlocal Agreement #26-045-ASC-002 with Skagit County for the Senior Services Program July-December 2026 (Discussion/Action)
 - c. Contract Modification: 17th Street Drainage Improvement Project - Design #25-166-STM-001 (Discussion/Action)
 - d. Contract Award: Ben Root Skate Park Restroom & Parking Lot Project - CXT Unit #25-136-PRK-003 (Discussion/Action)
 - e. Contract Modification: Commercial Avenue Enhancement Project – Design #19-097-TRN-001 (Discussion/Action)
7. **Adjournment**

Watch online or participate via Zoom at www.anacorteswa.gov/meetings. Comment via email to cityclerk@anacorteswa.gov or to City Clerk, P.O. Box 547, Anacortes WA 98221. Public comments received by the City Clerk prior to 3 p.m. on the day of the meeting will become part of the record for the meeting. The City of Anacortes is committed to making public meetings accessible to all community members. For assistance with special needs, contact the City Clerk at 360-299-1960 in advance of the meeting.

Anacortes City Council Minutes - June 8, 2026

Call to Order

Mayor Ryan Walters called to order the June 8, 2026, Anacortes City Council meeting at 6:00 p.m. Councilmembers Luke Currier, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and TJ Fantini were present. Councilmember Marcia Hunt was absent.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

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

Announcements and Committee Reports

Mayor Walters made announcements regarding the transition of the [Planning Department counter to by appointment only, starting on July 6th](#), a community open house for the [Shoreline Master Program Update](#) on June 9th from 4-6pm in City Council chambers, the [Adopt-a-Storm Drain](#) program, a Conversation with the Mayor on June 10th from 1-2pm at the Senior Activity Center, Bark in the Park on June 13th from 10am-2pm at Storvik Park, the Pride Parade on June 21st beginning at 1pm, and the [4th of July parade](#), referring to a slide presentation that was added to the packet materials for the meeting.

Planning Committee

Ms. Moulton reported from the Planning Committee meeting held earlier in the evening. The topics discussed included a timeline for major projects the department is working on, including the [Critical Areas Ordinance update](#), and the [Shoreline Master Program update](#). Ms. Moulton added that there are many opportunities for public engagement, including open houses, public comment periods, Planning Commission, and City Council open public meetings. She then reminded the council and the public that the Critical Areas Ordinance covers areas like wildlife habitat and geologically hazardous areas, and the Shoreline Management Act that provides for public access to the shoreline and access for water-dependent commercial uses that covers the area within 200 feet of the high watermark, and comprises a separate zoning area within the city. The committee also discussed an executive order from the mayor that will streamline permitting services.

Housing Affordability and Community Services Committee

Mr. Young reported from the Housing Affordability and Community Services Committee meeting held on June 4th. The topics discussed included a presentation from Anacortes Family Center Executive Director Dustin Johnson regarding community services for those in need. The committee decided that it would be best for local service providers to collaborate to produce community guidance on how the public should best access the available services and how to most effectively and safely respond when encountering a situation where someone is experiencing a mental health crisis. Mr. Young then explained that this guidance would be brought back before the committee to review and provide feedback to the service providers.

Port / City Liaison Committee

Mr. Fantini reported from the Port / City Liaison Committee meeting held June 2nd. The topics discussed included a community open house on July 1st from 5-7pm on the Maritime Plaza behind the W.T. Preston to celebrate its opening; the 9th Street realignment project, which is now past 60% design with an anticipated construction start date of January 2027; the leadership transitions at the Skagit Council of Governments and the Economic Development Alliance of Skagit County; the North Basin recapitalization work study that is engaging in public outreach with the goal of being self-supporting; Pier 61 sampling for the log pocket environmental cleanup that will likely cost around \$11 million; and a clean state audit report for the Port. The committee also discussed the [Port / City Events Facility](#) related to funding presentations for .09 grant funds on June 30th, a coming discussion between port and city staff regarding possible solutions for expanding

community access to pickleball, and the construction of a travel lift at Stabbert Marine that will provide 50 jobs and \$10 million for the local economy.

Ms. Cleland-McGrath commented on access to community social services through the Community Paramedic in the Anacortes Fire Department and the need for an embedded Community Social Worker in the Anacortes Police Department. She recounted that she, then-Councilmember Walters, and Councilmember Moulton had attended many meetings regarding this issue, and that they had come to a consensus that a three-legged crisis response for social and behavioral health consisting of the police, a social worker and the community paramedic was the most cost- and quality-effective response. She mentioned that having a designated crisis responder available when needed is a challenge due to it being a limited shared resource throughout the county. She added that the next North Star meeting is on June 16th from 6-8pm where they will discuss [Martha's Place](#) and the Homeless Housing Strategic Plan, encouraging other council members to attend. She then mentioned attending the Senior Center Fundraiser and commended all those who participated.

Presentation of 'ANACORTES' Letters Sign by the Anacortes Arts Festival and the Skagit Tourism Bureau

Planning, Community, and Economic Development Director John Coleman introduced Anacortes Arts Festival Executive Director and Skagit Tourism Bureau Board member Meredith McIlmoyle, who presented the 'ANACORTES' letters sign to the City Council, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Economic Development Committee's role in the process of bringing all the stakeholders together to have the installation completed.
- Appreciation for the rapid pace of execution and how well a community can work together to accomplish a common goal.
- Ideas for the use of the letters after the conclusion of the FIFA tournament.
- Linking of all the communities in Skagit County.

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

a. Minutes of June 1, 2026

b. Approval of claims in the amount of \$646,509.75

The following vouchers/checks were approved for payment:

EFT numbers: 115760 through 115813, total \$528,705.88

Check numbers: 11814 through 115833, total \$116,101.97

Wire transfer numbers: 389758 through 390076, total \$ \$1,701.90

c. Contract Award: 2026 Dumpster Order #26-055-SAN-002

Ms. Cleland-McGrath removed Item 5.d., Contract Modification: Social Worker Agreement #26-007-APD-001, from the Consent Agenda.

Contract Modification: Social Worker Agreement #26-007-APD-001

Ms. Cleland-McGrath announced that, as a member of the Anacortes Family Center Board of Directors that she would abstain from the vote on the proposed contract modification.

Mr. Fantini moved, seconded by Mr. Young, to approve item 5.d. modification to the Social Worker Agreement #26-007-APD-001. The motion carried unanimously by voice vote with Ms. Cleland-McGrath abstaining.

Public Hearings

Resolution 3221: 2027-2032 Transportation Improvement Program Update

Public Works Director Logan Lee introduced proposed Resolution 3221, the 2027-2032 Transportation Improvement Program update, referring to a slide presentation that was added to the packet materials for the meeting. Mayor Walters added that staff are taking an incremental approach to improving capital planning and that the current update is based on the [existing Capital Facilities Plan](#) (CFP), that the proposed update includes nomenclature changes to clarify project identifications, and that a further update will be made during the coming annual CFP update.

Discussion topics included:

- Beautification of the R Avenue corridor
 - Planting wildflowers as an attractive landscaping option for the median.
- 6th Street from O Avenue to K Avenue.
- Local funding is generally a 20% match requirement.
- How the public works department seeks and applies for grants.
 - Competitively seeking funding opportunities.
 - Possibly employing a grant writer in an improved fiscal environment.
 - Public Works are using Transpo Group to assist with grant writing and application.
 - Knowledge of grant opportunities through Skagit Council of Governments.
- Pavement maintenance fund table from a past presentation.
- The Kansas Avenue opening project.
 - Evaluation of the area west of West 4th Street to properly scope the project.
 - Pursuing grants for further improvements after Kansas Avenue is classified as a collector.
 - Could be a stormwater project as well.
 - Possible traffic-calming measures.
- Pennsylvania Avenue and Anacopper Road tree trimming.
- Tree trimming or removal at the roundabout at the south end of Commercial Avenue.
 - Parks and Recreation are working on the project to remove some of those trees.
- The CFP process will be an opportunity to revisit plan projects.
- 2027 funding for transportation improvement projects is only sufficient for grant matching requirements.
- Timeframe for adoption.

At 7:02 pm, Mayor Walters opened the public hearing.

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

Theresa Baker of Old Town, asked for more details regarding the K Avenue and 12th Street intersection project.

Ron Johnson of Oakes Avenue, Ward 3, asked for additional information on the projects that describe them in greater detail, including planning that has already been completed.

Dave Duff of West 3rd Street spoke about the Kansas Avenue project, mentioning safety issues on West 3rd Street and the need to address them with low-cost traffic-calming measures before project construction is scheduled to commence in 2029.

Clara Duff of West 3rd Street spoke about the Kansas Avenue project, mentioning that it had been discussed since at least 1994 and pointed out that the opening of Kansas Avenue would significantly reduce the number of driveway cuts that would be exposed to traffic that is transiting the area to and from Oakes Avenue and points south from 44 to 4, making the area safer for residents and motorists alike.

At 7:09 pm, Mayor Walters closed the public hearing.

Mayor Walters asked Mr. Lee to elaborate on the K Avenue and 12th Street intersection project. Mr. Lee explained that the project is in the design and planning phase and there are many possibilities to address what has been assessed as a failing intersection, and that funding for design is available, but the city currently lacks the funding for construction. He explained that information for these projects is in the meeting agenda packet, but would eventually come to the city's [Projects Page](#).

TJ Fantini moved, seconded by Christine Cleland-McGrath, to approve Resolution 3221 2027-2032 Transportation Improvement Program update as presented. The motion carried unanimously by voice vote.

Other Business

Ordinance 5031: Updating AMC 12.60 Complete Streets

Mr. Lee reintroduced Ordinance 5031 that would update AMC 12.60 Complete Streets, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- The ordinance will apply to public and private development.
- How the ordinance applies to current and new development going forward.
- Requirement for council notification when an exception is made to the policy.

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

Carolyn Moulton moved, seconded by Bruce McDougall, to adopt Ordinance 5031 updating AMC 12.60 Complete Streets.

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

Resolution 3219: Approve and Adopt the AWC Employee Benefit Trust Employer Master Participation Agreement Update

Human Resources Director Kendall Moyle introduced Resolution 3219 (Contract 26-181-HRD-001) and Resolution 3220 (Contract 26-180-HRD-001) that would adopt the updated Association of Washington Cities Benefit Trust Employer Master Participation Agreement and the amended and restated Navia Welfare Benefit Plan respectively, referring to a slide presentation that was included in the packet materials for the meeting.

Luke Currier moved, seconded by Anthony Young, to approve Resolution 3219 approving and adopting the Association of Washington Cities Benefit Trust Employer Master Participation Agreement. The motion carried unanimously by voice vote.

Resolution 3220: Approve and Adopt the Amended and Restated Navia Welfare Benefit Plan

Luke Currier moved, seconded by Anthony Young, to approve Resolution 3220 approving and adopting the amended and restated Navia Welfare Benefit Plan. The motion carried unanimously by voice vote.

Contract Approval: Whitmarsh Landfill Remediation Site Water Discharge Agreement #26-183-SEW-001

City Attorney Darcy Swetnam introduced proposed contract #26-183-SEW-001 with Skagit County that would set forth the agreed terms by which the county would discharge water into the City's sanitary sewer system during their Whitmarsh Landfill cleanup project. She explained that this agreement is like other discharge agreements with other entities and that this is an emergent requirement from the state Department of Ecology to discharge the de-watering water from the cleanup site to the city's sanitary sewer system. She added that Wastewater Treatment Plant Manager Brian Walker is in communication with the Skagit County Public Works Director regarding the requirements and is confident that Anacortes Wastewater Treatment Plant will have sufficient capacity to handle the discharge. She then summarized the key terms as 600 days or substantial completion of the county project, whichever is sooner, a \$100 admin fee, \$300 permit fee, a per gallon charge, and acceptable contaminant levels for the discharge of water. Mr. Lee and Ms. Swetnam then answered questions from the council.

Discussion topics included:

- Exact location of the landfill site.
- How much water will be processed and maintaining compliance with permit requirements.
 - 4–5 million gallons are estimated.
- Ability to stop the operation if necessary.
- The primary contaminant is manganese.
- How the water will be conveyed to the sanitary sewer system.
- Verifying the functionality of the existing wastewater system.
- The pricing structure of the agreement is on par with what the city has charged in other agreements.

Carolyn Moulton moved, seconded by Bruce McDougall, to approve contract #26-183-SEW-001 with Skagit County for the Whitmarsh Landfill Remediation Site Water Discharge Agreement. The motion carried unanimously by voice vote.

Closed Session

Collective Bargaining topics per RCW 42.30.140(4)(b) (15 minutes)

At approximately 7:39 pm, Mayor Walters announced that the council would move into closed session for approximately 15 minutes to discuss collective bargaining topics per RCW 42.30.140(4)(b). Ms. Swetnam, Ms. Moyle, Police Chief Dave Floyd, and Finance Director Steve Hoglund also attended the closed session.

Adjournment

There being no further business, at approximately 8:04 pm, the Anacortes City Council meeting of June 8, 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 June 15, 2026 City Council meeting:

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

| Invoice Doc # | Invoice Date | Invoice # | Vendor Full Name | Description | Total Amount | Approval Queue |
|---------------|--------------|-------------------|----------------------------|--|--------------|----------------|
| 390291 | 5/31/2026 | GCI0019998 | CODE PUBLISHING, LLC | CODIFICATION SERVICES | \$ 450.00 | legal |
| 390305 | 6/1/2026 | MAY 26 | THE LAW OFFICE OF | PROS ATTY SERVICES | \$ 12,500.00 | attorney |
| 389243 | 5/18/2026 | SVH-1232053 | SKAGIT VALLEY HERALD | CITY HALL SVH 7/5/26-7/4/2027 | \$ 371.60 | finance |
| 390484 | 1/1/2026 | 359111 | CIVICPLUS, INC. | CIVICPLUS EMERGENCY AND MASS NOTIFICATION & WEBSITE FEE - 1/1/26-6/29/26 | \$ 4,300.83 | infosys |
| 390485 | 3/27/2026 | Invoice PLAN-2418 | PLAN IT SOFTWARE LLC | CAPITAL IMPROVEMENT PLAN SOFTWARE AGREEMENT - 4/1/26-3/31/27 | \$ 8,000.00 | finance |
| 390472 | 3/31/2026 | 63659 | QUIRING MONUMENTS INC | GRAND VIEW CEMETERY COLUMBARIUMS | \$ 20,374.11 | parks1 |
| 390455 | 4/14/2026 | 508720266 | MIDWEST TAPE, LLC. | DVDS FOR LIBRARY | \$ 209.46 | publib |
| 390481 | 4/21/2026 | INV-022266 | OVERHEAD DOOR CO | 2026 FIRE STATION GARAGE DOOR PREVENTATIVE MAINTENANCE - 9028 MOLLY LN | \$ 653.40 | pw1 |
| 390480 | 4/21/2026 | INV-022267 | OVERHEAD DOOR CO | 2026 FIRE STATION GARAGE DOOR PREVENTATIVE MAINTENANCE - 5209 SUNSET AVE | \$ 653.40 | pw1 |
| 390482 | 4/21/2026 | INV-022268 | OVERHEAD DOOR CO | 2026 FIRE STATION GARAGE DOOR PREVENTATIVE MAINTENANCE - 1016 13TH ST | \$ 925.65 | pw1 |
| 390089 | 4/30/2026 | 24393 | HOME INSTEAD | HOME SERVICES - LEOFF 1 RETIREE, RICHARD COUSINS | \$ 900.00 | hr |
| 390487 | 5/1/2026 | 14600318 | BROWN AND CALDWELL | WWTP INCINERATION EVALUATION/SOLIDS SYSTEM PLANNING - 3/27/26-4/23/26 | \$ 8,157.25 | dwwtp |
| 390090 | 5/15/2026 | 24514 | HOME INSTEAD | HOME SERVICES - LEOFF 1 RETIREE, RICHARD COUSINS | \$ 495.00 | hr |
| 390321 | 5/15/2026 | DUES 2026-00546 | WASHINGTON ASSOCIATION OF | WASPC ASSOCIATE DUES; CAPT PRUIETT | \$ 75.00 | apd |
| 390286 | 5/19/2026 | CA24 | AIRSTRIKE BIRD CONTROL INC | CITY HALL BIRD ABATEMENT - 5/8/26-5/15/26 | \$ 650.00 | pw1 |

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|---------------|--------------|------------|--------------------------------|---|--------------|----------------|
| 390288 | 5/20/2026 | 6144116762 | VERIZON WIRELESS | SCADA COMMUNICATIONS WWTP AND PUMP STATIONS | \$ 1,394.38 | dwwtp |
| 390491 | 5/22/2026 | 78161 | COMMERCIAL FIRE PROTECTION INC | FIRE STATION #1 - WATER FLOW INVESTIGATION | \$ 555.39 | medic |
| 390457 | 5/24/2026 | 96809578 | INGRAM LIBRARY SERVICES, LLC | INGRAM ADULT BOOKS | \$ 99.91 | publib |
| 390155 | 5/27/2026 | 15018727 | HACH COMPANY | REAGENT SET, CHLORINE FREE CL17 | \$ 3,225.50 | dwwtp |
| 390218 | 5/27/2026 | 642576 | HUGHES FIRE EQUIPMENT, INC. | PART FOR VEHICLE #222 | \$ 766.11 | dshop |
| 390296 | 5/28/2026 | 12210509 | SIGMA-ALDRICH, INC. | MILLI-Q DSI WATER SYSTEM (REST OF THE EQUIPMENT ONLY) PO 26-146 | \$ 13,863.39 | dwwtp |
| 390222 | 5/28/2026 | 15020603 | HACH COMPANY | TITRALAB AT1000, 2 SYRINGE, 2 PUMPS PO 26-153 | \$ 7,193.50 | dwwtp |
| 390223 | 5/28/2026 | 2502025 | T-SHIRTS BY DESIGN | YTH VOLLEYBALL CLINIC T-SHIRTS | \$ 604.40 | pkrec |
| 390331 | 5/28/2026 | 66769 | SCRAP-IT | RV - SCRAP/DISPOSAL | \$ 2,086.56 | apd |
| 390333 | 5/29/2026 | 1101392427 | INSIGHT PUBLIC SECTOR, INC | RED LINUX LICENSE & SUPORT | \$ 1,510.90 | fiber |
| 390156 | 5/29/2026 | 954468 | CASCADE COLUMBIA DISTRIBUTION | BLUE HERON SODIUM FLUORIDE | \$ 3,311.00 | dwwtp |
| 390471 | 5/31/2026 | 00018 | ZERVAS GROUP ARCHITECTS | WWTP ADMINISTRATION BUILDING ADDITION - DESIGN THROUGH 5/31/26 | \$ 3,075.00 | pw1 |
| 390483 | 5/31/2026 | 045-566151 | TYLER TECHNOLOGIES, INC | ENTERPRISE RESOURCE PLANNING SOFTWARE/IMPLEMENTATION SERVICES | \$ 1,226.36 | finance |
| 390225 | 5/31/2026 | 15263 | PETDATA, INC | PETDATA LICENSING FEES MAY | \$ 500.00 | finance |
| 390091 | 5/31/2026 | 24632 | HOME INSTEAD | HOME SERVICES - LEOFF 1 RETIREE, RICHARD COUSINS | \$ 1,170.00 | hr |
| 390458 | 5/31/2026 | 96950990 | INGRAM LIBRARY SERVICES, LLC | INGRAM ADULT BOOKS | \$ 477.37 | publib |
| 390459 | 5/31/2026 | 96950991 | INGRAM LIBRARY SERVICES, LLC | INGRAM CHILDREN'S BOOKS | \$ 240.29 | publib |
| 390460 | 5/31/2026 | 97118938 | INGRAM LIBRARY SERVICES, LLC | INGRAM CHILDREN'S BOOKS | \$ 333.56 | publib |
| 390287 | 5/31/2026 | CA25 | AIRSTRIKE BIRD CONTROL INC | CITY HALL BIRD ABATEMENT 5/22/26-5/28/26 | \$ 650.00 | pw1 |
| 390157 | 6/1/2026 | 1100010141 | EUROFINS ENVIRONMENT TESTING | WATER ANALYSIS - BACT FINISHED 2026-05-26 | \$ 22.00 | dwwtp |
| 390158 | 6/1/2026 | 1100010142 | EUROFINS ENVIRONMENT TESTING | WATER ANALYSIS - TCR NORTH 206-05-26 | \$ 154.00 | dwwtp |
| 390216 | 6/1/2026 | 154524 | VENTEK INTERNATIONAL | WA PARK PAYSTATION MONITORING | \$ 294.03 | parks1 |
| 390219 | 6/1/2026 | 642868 | HUGHES FIRE EQUIPMENT, INC. | PART FOR VEHICLE #222 | \$ 1,046.27 | dshop |

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|---------------|--------------|---------------------|------------------------------|--|---------------|----------------|
| 390332 | 6/1/2026 | Cogent-260601 | COGENT COMMUNICATIONS, LLC | BACKUP INTERNET, JUNE 2026 | \$ 3,717.47 | fiber |
| 390330 | 6/1/2026 | MAY 2026 | THE HUMANE SOCIETY OF | STRAY/ABANDON INTAKES; MAY 2026 | \$ 200.00 | apd |
| 390325 | 6/2/2026 | 111-2965743-6230628 | SWAN, SHARON | REIMBURSE FOR TABLET CHARGERS | \$ 47.86 | medic |
| 390214 | 6/2/2026 | 399182B | BAY CITY SUPPLY | SUPPLIES FOR FACILITIES | \$ 477.41 | dshop |
| 390226 | 6/2/2026 | 9937314012 | GRAINGER | MAINTENANCE SUPPLIES | \$ 36.66 | dwwtp |
| 390215 | 6/2/2026 | INV158024 | TURF STAR WESTERN | PARTS FOR EQUIP #7000 | \$ 197.63 | dshop |
| 390479 | 6/2/2026 | Pay App 2 | E&E CONTRACTING | PEDESTRIAN CROSSING IMPROVEMENTS - TOMMY THOMPSON TRAIL/T AVENUE ROADWAY CROSS | \$ 22,774.00 | pw1 |
| 390478 | 6/2/2026 | Pay App 2 | E&E CONTRACTING | PEDESTRIAN CROSSING IMPROVEMENTS - 23RD STREET & D AVENUE | \$ 41,132.50 | pw1 |
| 390159 | 6/3/2026 | 1100010283 | EUROFINS ENVIRONMENT TESTING | WATER ANALYSIS - BACT RAW 2026-05-18 | \$ 59.00 | dwwtp |
| 390488 | 6/3/2026 | 1307 | BE ENTERPRISES LLC | 2026 WTP JANITORIAL SERVICES - MAY 2026 | \$ 1,120.00 | dwwtp |
| 390489 | 6/3/2026 | 1309 | BE ENTERPRISES LLC | 2026 JANITORIAL SERVICES - MAY 2026 | \$ 8,941.80 | pw1 |
| 390490 | 6/3/2026 | 1310 | BE ENTERPRISES LLC | WWTP ADMINISTRATION BUILDING FLOOR SCRUBBING | \$ 315.00 | dwwtp |
| 390310 | 6/3/2026 | 452504 | ENGRAVING AWARDS AND GIFTS | 2 RETIREMENT AWARDS | \$ 1,115.88 | medic |
| 390227 | 6/3/2026 | 9937469014 | GRAINGER | MAINTENANCE SUPPLIER | \$ 232.36 | dwwtp |
| 390473 | 6/3/2026 | Pay App 1 | EARTHWORK SOLUTIONS LLC | Q AVENUE PEDESTRIAN CROSSINGS | \$ 186,881.54 | pw1 |
| 390315 | 6/3/2026 | XA116031045:01 | RWC INTERNATIONAL | PARTS FOR VEHICLE #304 | \$ 1,448.51 | dshop |
| 390307 | 6/3/2026 | XA116031150:01 | RWC INTERNATIONAL | PARTS FOR VEHICLE #108 | \$ 7.67 | dshop |
| 390301 | 6/4/2026 | 1997 | FIDALGO CLEANING | MUSEUM 6/4-6/18/26 | \$ 200.00 | museum |
| 390300 | 6/4/2026 | 1998 | FIDALGO CLEANING | HERTIAGE CENTER 6/4-6/18/26 | \$ 140.00 | museum |
| 390289 | 6/4/2026 | 2394 | OSBORN CONSULTING, INC | NPDES PERMIT COMPLIANCE SUPPORT SERVICES THROUGH 5/31/26 | \$ 4,898.50 | pw1 |
| 390292 | 6/4/2026 | 248 984 6277 5 | CASCADE NATURAL GAS CORP. | WTP 5/2-6/3/26 | \$ 6,490.07 | dwwtp |
| 390217 | 6/4/2026 | 500641864 | ASCAP | ANNUAL MUSIC LICENSE | \$ 500.00 | parks1 |
| 390314 | 6/4/2026 | 6/4/26 | STORWICK, RICHARD | ANTIQUE ENGINE STORAGE: JUNE | \$ 190.00 | medic |
| 390322 | 6/4/2026 | 6560775865 | VESTIS SERVICES LLC | APD NYLON MATS CLEANED | \$ 16.34 | apd |

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|---------------|--------------|----------------|------------------------------|--|---------------|----------------|
| 390302 | 6/4/2026 | 6560775871 | VESTIS SERVICES LLC | OPS & PARKS LAUNDRY SERVICE | \$ 80.53 | dshop |
| 390474 | 6/4/2026 | Pay App 3 | COLACURCIO BROTHERS CONST | COMMERCIAL AVE CORRIDOR PLAN PHASE 1 - 11TH ST TO 13TH ST - CONSTRUCTION | \$ 189,298.33 | pw1 |
| 390477 | 6/4/2026 | Pay App 3 | STRIDER CONSTRUCTION CO, INC | WTP NORTH LINE REPAIR PROJECT | \$ 407,625.00 | pw1 |
| 390293 | 6/5/2026 | 1100010428 | EUROFINS ENVIRONMENT TESTING | WATER ANALYSIS - TTHM/HAA5 | \$ 1,468.00 | dwtpt |
| 390294 | 6/5/2026 | 1100010431 | EUROFINS ENVIRONMENT TESTING | WATER ANALYSIS - BACT FINISHED 2026-06-01 | \$ 22.00 | dwtpt |
| 390295 | 6/5/2026 | 1100010437 | EUROFINS ENVIRONMENT TESTING | WATER ANALYSIS - BH FLUORIDE 2026-06-01 | \$ 35.00 | dwtpt |
| 390297 | 6/5/2026 | 160-0740-04 | MITCHELL, SAMANTHA | APPLIANCE REBATE - KITCHEN AID DISHWASHER & SAMSUNG WASHER | \$ 100.00 | dwtpt |
| 390328 | 6/5/2026 | 200012505505 | PUGET SOUND ENERGY INC | WTP ELECTRICITY 5/1/26 - 5/31/26 | \$ 173,926.20 | dwtpt |
| 390312 | 6/5/2026 | 2138289 | LIFE ASSIST, INC | CAVIWIPES | \$ 164.17 | medic |
| 390319 | 6/5/2026 | 220021901958 | PUGET SOUND ENERGY INC | ENERGY BILL - TSUNAMI SIREN SKYLINE WAY | \$ 10.89 | dwwtpt |
| 390316 | 6/5/2026 | 37802 | TRANSPO GROUP USA, INC. | TRANSPORTATION ELEMENT OF THE 2025 COMPREHENSIVE PLAN - THROUGH 05/29/2026 | \$ 7,482.50 | pw1 |
| 390298 | 6/5/2026 | 390-4040-02 | DUNCAN, ROBERT | APPLIANCE REBATE - FRIGIDAIRE DISHWASHER | \$ 50.00 | dwtpt |
| 390463 | 6/5/2026 | XA116031205:01 | RWC INTERNATIONAL | PARTS FOR VEHICLE #610 | \$ 112.09 | dshop |
| 390324 | 6/5/2026 | Z114742 | CORE & MAIN LP | PARTS FOR SPRAY PAD LEAK | \$ 244.01 | wdist |
| 390326 | 6/6/2026 | 00005W5A83236 | UNITED PARCEL SERVICE, INC | UPS SHIPPING; WEEK ENDING 6-6- 26 | \$ 15.28 | apd |
| 390456 | 6/7/2026 | 97118937 | INGRAM LIBRARY SERVICES, LLC | INGRAM ADULT BOOKS | \$ 83.92 | publib |
| 390311 | 6/8/2026 | 052-0010-00 | CITY OF ANACORTES | OPS: 5/1-5/31/26 | \$ 2,250.17 | dshop |
| 390465 | 6/8/2026 | 1050 | BLUE COW CARWASH | 2026 Q1 WASHES | \$ 1,200.00 | dshop |
| 390329 | 6/8/2026 | 220013286491 | PUGET SOUND ENERGY INC | APD 5/6-6/4/26 | \$ 2,791.55 | apd |
| 390313 | 6/8/2026 | 220015523313 | PUGET SOUND ENERGY INC | CAR CHARGING STATION: 5/6- 6/4/26 | \$ 56.14 | dshop |
| 390336 | 6/8/2026 | 41423 | ANCHOR QEA, INC | A AVENUE LANDFILL MATTER NO 200 | \$ 8,989.45 | parks1 |
| 390303 | 6/8/2026 | 6560775870 | VESTIS SERVICES LLC | OPS MAT CLEANING | \$ 62.40 | dshop |
| 390320 | 6/8/2026 | 669655 | MOMENTUM TELECOM INC | SIP TRUNKS 6/1-6/30/26 | \$ 1,079.93 | finance |
| 390327 | 6/8/2026 | 7477303117 | CARDINAL HEALTH 110, INC. | PHARMA: ACETAMINOPHEN | \$ 149.42 | medic |
| 390462 | 6/8/2026 | XA116031316:01 | RWC INTERNATIONAL | PARTS FOR VEHICLE #515 | \$ 963.74 | dshop |

| Invoice Doc # | Invoice Date | Invoice # | Vendor Full Name | Description | Total Amount | Approval Queue |
|----------------------|---------------------|------------------|------------------------------|---|------------------------|-----------------------|
| 390466 | 6/9/2026 | 1907382 | WALTON BEVERAGE COMPANY, INC | OPS: BREAKROOM SUPPLIES | \$ 252.00 | dshop |
| 390454 | 6/9/2026 | 25-036-WTR-0011 | SUMMITX CONTRACTORS, INC | RETAINAGE RELEASE | \$ 65,330.56 | pw1 |
| 390461 | 6/9/2026 | 97118939 | INGRAM LIBRARY SERVICES, LLC | INGRAM TEEN BOOKS | \$ 258.47 | publib |
| 390492 | 6/9/2026 | INV3199356 | COPIERS NORTHWEST, INC | CANON/IRC5560I FINANCE/OPS/WWTP 5/8-6/7/26 | \$ 443.81 | finance |
| 390464 | 6/9/2026 | L175661 | STATE AUDITOR'S OFFICE | ACCOUNTABILITY AUDIT 24-24 | \$ 141.00 | finance |
| | Total | | | | \$ 1,248,342.38 | |



City Council Agenda Bill

June 15, 2026

Action Type: Contract Award

Item: 5.c.

Title: Contract Award: RC Mower R-60 Purchase #26-189-ERR-001

Staff Contact(s): Logan Lee, Wil Ludemann

Approved for Submittal to Council by:

Tiffany Matson

Logan Lee

Summary:

City staff seeks City Council consent to award a contract in the amount of \$81,988.95 to Owen Equipment Company for the RC Mower R-60 Purchase. The contract piggybacks on Sourcewell Master Agreement #112624-EMB.

History: Equipment #715 is a specialized slope mower used to safely maintain steep slopes, retention ponds, right of ways, and other areas where conventional mowing equipment/weed eater are a potential safety hazard. This equipment is critical to our vegetation management and greatly reduces employee exposure to roll over and hillside hazards.

We bought this unit in 2021 with a stormwater grant as a new to the market machine to see how it would help us in our vegetation management. It has totally changed the way we do vegetation management for the better and is much safer. It has served us well and the manufacturer has worked hard to improve their product over the years.

However, since January of 2025, the city has spent approximately \$14,000 and continuing to rise in repair costs alone on this unit. While the repair costs alone are concerning, the larger issue is the amount of downtime and increased difficulty of keeping the mower operational.

Over the last two seasons the mower has required repeated repairs involving deck failures, spindle assemblies, pulleys, belts, idler systems, throttle and choke controls, remote control components, structural welding repairs. Many of these repairs have

involved significant labor hours in addition to replacement parts.

A major challenge we are facing now is that the manufacturer is gradually phasing out replacement parts for this 1st generation of mower (like any other manufacturer). As a result, we have had to adapt newer generation replacement parts to our existing unit. While these modifications have allowed us to keep the mower operational, compatibility issues have become increasingly common, and repairs take much longer to be completed.

Equipment #715 has spent approximately 80% of this mowing season so far in the shop under repair and only 20% in the field working. The amount of downtime has significantly reduced productivity for streets as well as fleet.

The proposed replacement would provide:

- Improved reliability and reduced downtime
- Manufacturer warranty coverage
- Better parts availability
- Increased productivity
- Reduced maintenance cost
- Reduced hazards for the street crew

While the cost of a replacement is an expense, continuing to repair a machine that is frequently out of service and becoming difficult to support is no longer a cost-effective approach.

The Lifecycle for this unit is up in 2027; We propose to use excess funds in our 2026 capital replacement budget to replace this unit a year early to reduce any further maintenance concerns and delays. The dealer has one in stock and ready for delivery. If it's still available by the acceptance of this contract we will save an additional \$2500 off of the shipping. I would then propose to surplus and sell the existing unit and use some of those funds towards a trailer for transporting the new mower.

Key Terms: Total contract price of \$81,988.95 which includes \$6,700.66 in sales tax. (not discounting \$2500 for the in-stock unit)

Competitive Bidding: The City has a cooperative purchasing agreement with Sourcewell and is procuring this purchase through [Sourcewell Master Agreement #112624-EMB](#).

Budget Impact:

| | |
|----------------------------|---|
| Vendor | Owen Equipment Company |
| Contract Amount | \$81,988.95 |
| In CFP? | No |
| Earmarked Funds | |
| Funding Source | Fleet Replacement Fund |
| BARS # | 501.790.594.48.60 |
| Budget Amendment Required? | no |
| Funds Source? | Existing replacement fund in capital budget |

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract #26-189-ERR-001 with Owen Equipment Company in the amount of \$81,988.95 for the RC Mower R-60 Purchase.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 26-189-ERR-001
2. RC Mower R60 Gen 5



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

Date: 6/15/2026

PURCHASE ORDER #26-189-ERR-001 RC Mower R-60

VENDOR: Owen Equipment Company
 Peter Blaikie
 8721 South 218th Street
 Kent, WA 98031
 253-243-4665
pblaikie@owenequipment.com

CONTACT: Carter Page
 Fleet Supervisor
 2201 A 37th St.
 Anacortes, WA 98221
 360-399-3055
carterp@anacorteswawa.gov

| ITEM | DESCRIPTION | U/M | QTY | UNIT PRICE | TOTAL |
|------|---|-----|-----|-----------------|--------------------|
| 1 | 226041 R-60 TRACKED MOWER 50 DEGREE MAX SLOPE MOWER, 60" DECK, VANGUARD 40HP ENGINE (GEN 5.0) | EA | 1 | \$69,990.00 | \$69,990.00 |
| 2 | 402472-01 4500LB WINCH KIT + INSTALLATION | EA | 1 | \$1,411.31 | \$1,411.31 |
| 3 | 403039-01 LIGHT KIT + INSTALLATION | EA | 1 | \$586.98 | \$586.98 |
| | | | | SUBTOTAL | \$71,988.29 |
| | | | | SHIPPING | \$3,300.00 |
| | | | | SALES TAX 8.90% | \$6,700.66 |
| | | | | TOTAL | \$81,988.95 |

This order is subject to:

1. Exhibit A: Special Provisions
2. Exhibit B: Sourcewell Master Agreement #112624-EMB

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

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

OWEN EQUIPMENT COMPANY

 Title

 Title

 Date

 Date



**PURCHASE ORDER #26-189-ERR-001
SPECIAL PROVISIONS
EXHIBIT A**

1. **Sourcewell Master Agreement #112624-EMB**. This Purchase Order shall be performed in accordance with Master Agreement #112624-EMB between Embankscape Equipment LLC, dba RC Mowers and Sourcewell.
2. **Delivery**. Advance coordination of the work and delivery shall be made with the Project Manager Carter Page, 360-399-3055.
3. **Vendor Bears Risk**. The risk of loss or damage shall be borne by Vendor all times until the acceptance of the goods or services by City. Any delivery of items to the designated delivery point must be as Freight-On-Board (FOB) Destination, Freight Prepaid.
4. **Taxes**. The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Vendor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Vendor's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.
5. **Invoicing**. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, PO Number and Price, or Amended Price. Vendor shall allow 30 days for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. Vendors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

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

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

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

8. **Warranty**. All equipment, products, supplies, and services purchased through this agreement must be covered by a warranty that is the industry standard or better.

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

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

B. Project Manager's Authority

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

10. **Defense and Indemnity Agreement.** The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all 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.

11. **Insurance Requirements**

A. Insurance Term: The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City which meet the requirements as listed in the articles below.

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

C. Minimum Scope of Insurance: The Vendor shall obtain insurance of the type and coverage described below:

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

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

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

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

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

G. Verification of Coverage: The Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials or supplies will be accepted by the City.

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

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

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

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

13. **Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion.** The Vendor, by signing this agreement, certifies that they are not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

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

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

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

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

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

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

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

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

20. **Disputes**

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

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

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

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

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

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

23. **Compliance with Laws.** The Vendor in the performance of this PO shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the PO to assure quality of services.

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

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

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

CITY:

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

VENDOR:

Owen Equipment Company
Peter Blaikie
8721 South 218th Street
Kent, WA 98031
pblaikie@owenequipment.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).



SERIES

REMOTE-OPERATED
ROBOTIC MOWERS



R-60



TOTAL GROUND CONTROL

R SERIES FOR LESS LABOR, ADDED REVENUE & SAFER WORK

ENGINEERED FOR:

- Hillside & steep-incline maintenance
- Wetland & swamp preservation
- Retention or water treatment ponds
- Dam & levee embankments
- Landfill slope preservation
- Roadside mowing
- Right-of-way & pipeline reclamation
- Fire fuels reduction



| | | | | | |
|---------------------|--|---|--|--|--|
| KEY FEATURES | REMOTE CONNECTIVITY UP TO 1000 ft | CUTS BRUSH UP TO 1.5 INCHES IN DIAMETER | 4.0 MPH MOWING SPEED | FUEL BOOST FOR CONTINUOUS FUEL FLOW ON SLOPE | SLOPE CLIMB: 50 DEGREES |
| | LIGHT-WEIGHT AND LOW GROUND PRESSURE (2.2 PSI) | 60 in CUTTING WIDTH | REMOTE CONTROL TILT/DROP AUTO-SHUTDOWN | 40 HORSEPOWER EFI ENGINE | |



SERIES
REMOTE-OPERATED
ROBOTIC MOWERS



R-60

MOWER SPECIFICATIONS

| DIMENSIONS | |
|------------|------------------|
| WEIGHT | 1,850 lbs |
| LENGTH | 90 in |
| WIDTH | 82 in |
| HEIGHT | 49.5 in |

DRIVETRAIN

- Vanguard® Commercial Big Block™ Engine
- Vanguard® Oil Guard™ System (500-hour oil change interval)
- Heavy-Duty Air Cleaner
- 40 hp - EFI/ETC
- 993cc Engine Displacement
- Hydro-Gear® ZT-4400 HSA
- 12 Gallon Fuel Capacity

TRACKS

- Rubber Molded Over Steel Links
- Steel Cords
- 9" Wide (230mm x 72mm x 44mm)
- Tread Style 'J'

PERFORMANCE

- 5 mph Transport Speed
- 4 mph Mowing Speed
- 50 Degree Slope Climb Ability

MOWING DECK

- Fabricated 7 ga. Steel
- 3/8" Thick Deck Across Spindles
- Cast Iron Spindle
- 60" Cutting Width
- 2.0" to 6.5" Cutting Heights

WARRANTY

- 2 Years or 400 Hours

BEAST OF BUSINESS

When your commercial mowers cut your commercial mowing problems, you know you're onto something. RC Mowers' American-built, Remote-Operated Robotic Mowers do serious business by greatly reducing your labor needs, clearly increasing your ability to add revenue from specialty work, and by keeping your people safe from falls, rollovers, and biting creatures. Masterminded by our experts in robotics, aviation, military systems, and landscaping—and supported by the RC Mowers Success System™—the R Series is the tool to help you dominate the hill and the bottom line.



**BUY BACK
GUARANTEE**
LOVE IT OR WE BUY IT BACK



**72-HR
PARTS**
SHIPPING GUARANTEE

RCMOWERSUSA.COM



City Council Agenda Bill

June 15, 2026

Action Type: Presentation

Item: 6.a.

Title: STAR Center Update

Staff Contact(s): Ryan Walters

Approved for Submittal to Council by:

Greg Francioch
Jennifer Tottenham
Ryan Walters

Summary: Pioneer Human Services North Sound Regional Director Mary Schroeder will provide an update on the Skagit Crisis Stabilization Center, Skagit Community Detox, and the North Sound Behavioral Health Treatment Center.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Skagit Community Detox
2. Skagit Crisis Stabilization Center
3. NSBHTC - CORP Program



PROGRAM OVERVIEW

SKAGIT COMMUNITY DETOX

ABOUT PIONEER HUMAN SERVICES

Pioneer Human Services has been serving people involved in the legal system in Washington state since 1963. We empower justice-involved individuals to overcome adversity and reach their full potential. By providing individuals with a conviction history a place to live, access to behavioral health care and stable employment, we're reducing the deeper social problems that often stem from a lack of opportunity. Moreover, their improved quality of life has a ripple effect that impacts their family, friends, neighbors and the broader community.

ABOUT SKAGIT COMMUNITY DETOX:

| LOCATION | SERVICES | REFERRAL SOURCES |
|---|--|--|
| 201 Lila Lane Burlington, WA 98233 Phone: 360-757-7738 Fax: 360-757-7749 PHS Regional Director: Mary Schroeder, M.P.A. | -Sub-acute detoxification -SUD assessments Opioid MAT Suboxone | -Law enforcement -Hospital emergency depts. -Substance use disorder providers -Family and friends -Self referral |

The Skagit Community Detox (SCD) is a 16-bed sub-acute detox program. The center serves individuals who are intoxicated or in withdrawal from alcohol, or other chemical substances, but are medically stable. Most of the services are available 24 hours a day, seven days a week.

The program receives funding from Skagit County Public Health; funding sources come from the North Sound BHO and Skagit County.



PROGRAM DETAILS

Sub-Acute Detoxification Services – SCD ensures safe withdrawal from alcohol and other drugs, provides substance use disorder assessment and referrals, and assists clients to ensure after care is arranged. The program also includes counseling and motivational programming. The dedicated staff of SCD also helps to coordinate treatment and the center offers a **Suboxone** for opioid addiction. *SCD accepts applications over the phone, in-person, or with a provider. Please call or walk-in to check the center's bed availability.*

SCD's exclusionary terms include clients:

- Under 18 years of age
- With a blood alcohol level greater than .25
- Who cannot attend to their own activities of daily living

- With behavior problems that require hands-on or any type of restraint
- In a wheelchair or who needs other adaptive equipment and cannot self-transfer and self-evacuate the building in an emergency

Pertinent referral information needed at intake includes:

- Basic demographic information for client
- Symptoms and behaviors of client necessitating the referral for treatment
- Current cognitive functioning issues *i.e.*: disorientation, memory impairment, problems with judgment
- Current risk factors for client including suicidal and homicidal ideation
- Contact person and phone number if follow up is desired

CONTACT US

For more information on the Skagit Community Detox, please contact:

Mary Schroeder, North Sound Regional Director

Phone: 360-757-7738

Email: Mary.Schroeder@p-h-s.com

Or for help or information please call:

Volunteers of America hotline at 800-584-3578





PROGRAM OVERVIEW

SKAGIT CRISIS STABILIZATION CENTER

ABOUT PIONEER HUMAN SERVICES

Pioneer Human Services has been serving people involved in the legal system in Washington state since 1963. We empower justice-involved individuals to overcome adversity and reach their full potential. By providing individuals with a conviction history a place to live, access to behavioral health care and stable employment, we're reducing the deeper social problems that often stem from a lack of opportunity. Moreover, their improved quality of life has a ripple effect that impacts their family, friends, neighbors and the broader community.

ABOUT THE STABILIZATION CENTER

| LOCATION | SERVICES | REFERRAL SOURCES |
|--|--|---|
| <p>Address: 1430 State Route 20 Sedro-Woolley, WA 98284</p> <p>Phone: 360-757-7738</p> <p>Regional Director: Mary Schroeder, M.P.A.</p> | <ul style="list-style-type: none"> - Crisis stabilization services to people in mental health crisis - Medical detox - Co-occurring residential treatment | <ul style="list-style-type: none"> - Self referral - Law enforcement - First responders - Co-deployed teams - Hospitals/behavioral health agencies |

The **Skagit Crisis Stabilization Center (SCSC)** is Skagit County's interdisciplinary treatment option that provides stabilization, medical detox and inpatient treatment services to individuals experiencing crisis, withdrawal, and co-occurring mental health and substance use disorder symptoms. The center is both a pre-booking jail diversion option working with therapeutic courts, as well as an initial service entry point for eligible individuals to offer a full range of medical, mental health and substance use treatment services all at a single location.

SCSC serves as a safe transitional treatment alternative for individuals experiencing a mental health or substance use crisis. When a person comes into the center, they receive a thorough needs assessment, assertive engagement into mental health counseling and substance use disorder treatment services, medication assisted treatment options, and individualized support and individual recovery plan development.

Other services include: housing enrollment, health insurance navigation, STI testing/treatment, long acting injectable medications, primary care connection, case management and more.



Cont.

This program is a voluntary alternative for individuals to break the cycle of addiction as it provides an option to work through the crisis and/or detox with an opportunity develop new healthy coping skills along with education and services with residential treatment.

COLLABORATIONS

All services at the center are coordinated by **Pioneer Human Services** and partner with a variety of community-based agencies to ensure each person's full range of individual needs is addressed.

Collaborations with local agencies include:

- Mt. Vernon, Burlington, Sedro-Woolley, and Anacortes Police Departments
- Skagit County Sheriff
- Skagit County and other county therapeutic courts
- Embedded social workers
- Hospitals, DCR, and behavioral health agencies



CONTACT US

For more information about services at the Skagit Crisis Stabilization Center, please contact:

Mary Schroeder, North Sound Regional Director

Phone: 360-757-7738

Email: Mary.Schroeder@phsnet.com

Seth Peebles, SUDP - Clinical Supervisor

Phone: 360-757-7738

Email: Seth.Peebles@phsnet.com





PROGRAM OVERVIEW

NSBHTC CO-OCCURRING RESIDENTIAL TREATMENT PROGRAM

ABOUT PIONEER HUMAN SERVICES

Pioneer Human Services has been serving people involved in the legal system in Washington state since 1963. We empower justice-involved individuals to overcome adversity and reach their full potential. By providing individuals with a conviction history a place to live, access to behavioral health care and stable employment, we're reducing the deeper social problems that often stem from a lack of opportunity. Moreover, their improved quality of life has a ripple effect that impacts their family, friends, neighbors and the broader community.

ABOUT CO-OCCURRING TREATMENT PROGRAM AT NSBHTC

| LOCATION | ELIGIBILITY | REFERRAL SOURCES |
|---|---|-------------------------|
| Address: 902 Pine St., Everett, WA 98201 | -Client needs assessment | -Medicaid |
| Intake/Information: Phone: 425-610-2075 Rosemarie.Miller@p-h-s.com | -Committed to integrated treatment planning | -Therapeutic Drug Court |
| Direct Admissions: 206-948-4472 | -Recovery-focused engagement | -Mental Health Court |

Pioneer's co-occurring residential treatment program in Everett is located in the **North Sound Behavioral Health Treatment Center (NSBHTC)**. The facility has 32 beds and provides specialized residential treatment for men and women with co-occurring substance use and mental health disorders. The NSBHTC is a clinically managed residential co-occurring enhanced treatment program in Washington state, with prescribed length of stay based on medical necessity.

The program admits adults diagnosed with a co-occurring substance use and mental health disorders from across the state of Washington.

CO-OCCURRING SERVICES

A comprehensive assessment of a client's needs is provided to include: substance abuse treatment, mental health treatment, opiate substitution treatment maintenance and medical treatment using research-based assessment tools.

Other services include: (over)



- Motivational programming within a therapeutic milieu
- Trauma informed curriculum and interventions
- Mental health treatment including medication management
- Peer counselors available to support hope through lived experience
- Coping skills, communications, grief and loss, MRT trauma, and DBT groups
- Education on living with co-occurring disorders
- Relapse behavior and prevention groups
- Self-awareness
- Basic living skills, nutrition, health, recreation, and recovery lifestyle groups
- Discharge preparation, group and comprehensive community transition planning



ELIGIBILITY

The North Sound Behavioral Health Treatment Center's co-occurring specialty program is designed to serve individuals who have been diagnosed by an agency as having both a substance use and mental health disorder. A phone screening will be conducted to assess eligibility of the program.

We contract directly with Medicaid insurance programs to include Molina, Coordinated Care, Community Health Plans of Washington and WellPoint.

We are additionally able to support other methods of payment. Please contact us for more information.

INTAKE/ADMISSIONS

Contact:

Main Phone: 425-610-2075

Main Fax: 1-833-485-0438

Intake: Rosemarie.Miller@p-h-s.com

Direct Admissions: 206-948-4472





City Council Agenda Bill

June 15, 2026

Action Type: Contract Award

Item: 6.b.

Title: Interlocal Agreement #26-045-ASC-002 with Skagit County for the Senior Services Program July-December 2026

Staff Contact(s): Jonn Lunsford

Approved for Submittal to Council by:

Greg Francioch
Tiffany Matson
Jonn Lunsford

Summary:

City staff seeks City Council consent to enter into an interlocal agreement with Skagit County to define the services provided by the City and County at the Anacortes Senior Activity Center from July to December 2026.

Background: Skagit County traditionally provides a year's worth of funding for senior services in Anacortes. In 2026, with adjustments to their funding for meals programming, they only provided 6 months of funding for services. This agreement provides funds for the second half of 2026 as well as removes the nutrition program from the scope of work. The County is funding the equivalent of ½ an FTE for the remainder of 2026. Each city is receiving approximately this amount from the County.

Key Terms:

- The term of this Agreement shall be from July 1, 2026 through December 31, 2026.
- The County will pay the City \$52,634.

Budget Impact:

Receipt of \$52,634.00.

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperation Agreement #26-045-ASC-002 between the City of Anacortes and Skagit County for the Senior Services Program from July-December 2026.

Alternative Actions:

Attachments (listed in order presented):

- 1. 26-045-ASC-002

INTERLOCAL COOPERATIVE AGREEMENT
 BETWEEN
 Skagit County
 AND
 The City of Anacortes, Washington

THIS AGREEMENT is made and entered into by and between The City of Anacortes, Washington ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The County operates a Senior Services Program within the Skagit County Public Health Department. For the purpose of this Agreement, a senior will be defined as any person 55 years of age or older. As a result of other contractual Agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an Agreement whereby the County will provide funding to the City related to Senior Center Program services. The parties acknowledge that, effective July 1, 2026, the County will no longer provide Senior Nutrition Program services at the Anacortes Senior Activity Center under this Agreement.

This Agreement is general in nature and reflects the responsibilities of the County for the provision of Senior Center services.

2. RESPONSIBILITIES:

A. City Responsibilities:

The City will oversee and provide comprehensive programming and operational support to the Anacortes Senior Activity Center for all Senior Center programs and activities. The City will assume responsibility for all necessary acts to provide senior programming, including staff development, volunteer recruitment, administrative and professional support, safety management, budget oversight, and any other necessary activities. The City will provide the following general services:

1. Daily operation of the Senior Activity Center Monday through Friday from 8:00 a.m. to 4:00 p.m., except for holidays and during inclement weather.
2. Provision of a variety of healthy lifestyle and educational programs, along with other activities of interest to older adults.
3. Preparation and distribution a monthly schedule of center programs and activities.
4. Provision all facility operations, including janitorial services, utilities, maintenance, and custodial services.

B. County Responsibilities:

The County will provide support for Senior Center Program services, including:

1. Technical assistance and consultation related to senior services.
2. Program coordination as appropriate.

3. TERM OF AGREEMENT: The term of this Agreement shall be from July 1, 2026 through December 31, 2026.

4. MANNER OF FINANCING:

The County will pay the City an amount of fifty-two thousand, six hundred thirty-four dollars (\$52,634.00.) This amount represents one-half of the annual amount previously established for calendar year 2026. Payment shall be made as follows:

- September 30, 2026: \$26,317
- December 31, 2026: \$26,317

Payment will be made after submission of an invoice from the City and completion of payment processing by the County

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 The County's representative shall be The Public Health Assistant Director.
- 5.2 The City's representative shall be the Mayor.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the Parties, and no partnership and/or joint venture is created by and between the Parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other Party

8. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

9. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

11. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

12. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. OTHER PROVISIONS: The City will be responsible for all necessary operational expenses associated with providing direct senior services as outlined in this Agreement. The City will maintain the Premises and be responsible for all costs associated with facility maintenance, utilities, repairs, and custodial services.

City of Anacortes:

Ryan Walters, Mayor

Date _____

Mailing Address:
PO Box 547
904 6th Street
Anacortes, WA 98221

DATED this ____ day of _____, 2026.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Peter Browning, Commissioner

Joe Burns, Commissioner

Attest:

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



City Council Agenda Bill

June 15, 2026

Action Type: Contract Modification

Item: 6.c.

Title: Contract Modification: 17th Street Drainage Improvement Project - Design #25-166-STM-001

Staff Contact(s): Aaron Esterholt, Logan Lee

Approved for Submittal to Council by:

Tiffany Matson

Logan Lee

Summary: City staff seeks Council consent to issue a contract modification to Osborn Consulting, Inc. in the amount of \$24,150.00, increasing the total contract price to \$168,810.00, to provide for an addition to the Scope of Work for the preparation of permits and bid ready documents.

Reason for Contract Change: The original contract for the project did not expect the project to be permitted with the City of Anacortes in the role of developer. Based on a pre-application meeting with City staff, it was determined that since this project is not within City right-of-way, the project will be required to submit for local permits including a Flood Development Permit and either a Public Works Permit or a Site Development Permit. Preparation of these permits was not included in the original scope of the project. It is assumed third-party review of these permit submittals and those included in the original contract will consist of no more than one round of addressing comments and resubmission for approval.

History: This project consists of two related stormwater infrastructure improvements associated with future development and public access improvements in the area.

The first component of the project involves replacing the existing open drainage ditch with a hard-piped stormwater conveyance system. The existing ditch currently requires periodic maintenance using excavation equipment to remove sediment, vegetation, and debris. With the future development of the MJB project, buildings and associated site improvements will significantly limit or eliminate the City's ability to access the ditch with maintenance equipment. Converting the system to a hard-piped conveyance will

allow future maintenance activities to be performed directly from the roadway using a Vactor truck, ensuring the City can continue to safely and effectively maintain the stormwater infrastructure long-term without requiring access through developed private property.

The second component of the project involves relocating the existing stormwater outfall to accommodate the future trail alignment planned within the corridor. Relocating the outfall now will prevent future conflicts between the stormwater discharge location and the trail infrastructure. In addition, the relocation will help reduce the risk of erosion, flooding, and washout impacts to the future trail during significant storm events and periods of high stormwater flow. Completing this work in advance of trail construction will improve long-term infrastructure resiliency, reduce future maintenance concerns, and support public safety.

Together, these improvements are intended to provide long-term stormwater system access, improve maintainability, reduce future infrastructure conflicts, and protect planned public improvements within the project area.

Key Terms: increase of \$24,150.00, no change to the current term end date.

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

Budget Impact:

| | |
|---|-------------------------|
| Consultant | Osborn Consulting, Inc. |
| Original Agreement Amount | \$144,660.00 |
| Modification 01 | \$0 |
| Current Agreement Amount | \$144,660.00 |
| Change Per This Modification | \$24,150.00 |
| Total After Modification | \$168,810.00 |
| In CFP? | Yes |
| Funding Source | Operating Budget |
| Earmarked Funds | \$850,000.00 |
| BARS # | 445.770.594.31.63 |
| Paid on Contract as of 6/9/26 | \$85,717.41 |
| Budget Amendment Required? | No |
| Start Date | Contract execution |
| End Date | 12/31/26 |

Previous Action:

Contract #[25-166-STM-001](#) was approved at the [6/9/2025](#) City Council meeting.

Recommended Motion:

I move that City Council authorize the Mayor to sign a contract modification with Osborn Consulting, Inc. under Contract #25-166-STM-001, in the amount of \$24,150.00 increasing the total contract price to \$168,810.00.

Alternative Actions: Not approve the modification.

Attachments (listed in order presented):

1. 25-166-STM-001 - Modification 02
2. 17th Street Drainage Improvement Project - Presentation



Date April 15, 2026
Page 1 of 1 Page

Contract Title 17TH STREET DRAINAGE IMPROVEMENT PROJECT – DESIGN
Consultant OSBORN CONSULTING, INC.

BACKGROUND

This modification is issued in accordance with Article 21, Changes/Additional Work and provides for an addition to the Scope of Work for the preparation of permits and bid ready documents. Accordingly, the contract price is increased by \$24,150.00, from \$144,660.00 to \$168,810.00, and the following changes are incorporated under this contract:

ARTICLE 1. Scope of Work. The following second paragraph is added:

“Per Modification 02, the Consultant will modify scope of work to add the work detailed in Exhibit B which is hereby incorporated by reference and made a part hereof.”

ARTICLE 2. Price and Payment Terms. The paragraph is revised to read:

“The services provided under this Agreement shall be on a time and materials basis not-to-exceed **One Hundred Sixty-Eight Thousand Eight Hundred Ten Dollars (\$168,810.00)**. The billable rates for services provided shall be in accordance with Exhibits A and B.”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

OSBORN CONSULTING, INC.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

| | | | |
|------------------------------|---------------------|---------------------------------------|-------------------|
| Original Agreement Amount | <u>\$144,660.00</u> | Original Contract Completion Date | <u>6/16/2026</u> |
| Current Agreement Amount | <u>\$144,660.00</u> | Current Contract Completion Date | <u>12/31/2026</u> |
| Change Per this Modification | <u>\$24,150.00</u> | Net Change | <u>0 Days</u> |
| Total After Modification | <u>\$168,810.00</u> | Contract Completion Date After Change | <u>12/31/2026</u> |

AGREEMENT #25-166-STM-001

EXHIBIT B

ADDITIONAL SCOPE OF WORK

| | |
|-------------------|-----------------------------------|
| Project Name: | 17th Street Drainage Improvements |
| Client: | City of Anacortes |
| Prime Consultant: | Osborn Consulting, Inc. |
| Contract Number: | |

BACKGROUND

The original contract for the 17th Street Drainage Improvement project did not expect the project to be permitted with the City of Anacortes in the role of developer. Based on a pre-application meeting with City staff, it was determined that since this project is not within City right-of-way, the project will be required to submit for local permits including a Flood Development Permit and either a Public Works Permit or a Site Development Permit. Preparation of these permits was not included in the original scope of the project. It is assumed third-party review of these permit submittals and those included in the original contract will consist of no more than one round of addressing comments and resubmission for approval.

Preparation of the full contract document, specifically the front-end documents including preparation of divisions 0 and 1 of the Contract and Special Provisions, was assumed to be prepared by the City. The City will provide the front-end documents and City-approved general special provisions (GSPs). The City has requested Osborn review and assist in filling in and pulling together the contract document package including preparing a Bid Schedule.

Finally, the design and permitting tasks of the project are expected to extend to the end of August 2026 (additional three months) beyond the timeline assumed in the original contract.

The following describes the changes to tasks, hours, and timeline expected to complete the additional work. This scope of work includes design services to make the project bid ready. An amendment to the scope will be required to add design support during construction services to the contract should the City require Osborn Consulting's (Consultant) services at that time.

SCOPE OF WORK

Task 1 Project Management

This task covers the management, administration, and coordination of the work by the Consultant defined in this Contract including project management, preparation of monthly invoices, project schedule maintenance, and overall coordination with the City. Consultant services for this task are outlined in the following sections.

Assumptions

- Replace bullet one with the following:
 - The project duration for the design phase will not extend beyond August 31, 2026.

Subtask 1.4 Meetings

The Consultant will continue to attend monthly conference call meetings with the City's project management staff for the duration of the project (design phase) to discuss project progress, issues, and upcoming milestones.

Assumptions

- One Consultant staff member will attend up to four (4) additional meetings with the City project management staff, lasting thirty (30) minutes each.

Deliverables

- Attendance of conference call check-in meetings with the City
- Summary of Action Items after each meeting.

Subtask 1.5 Status Reporting

Changes as shown below.

Assumptions

- Add the following below bullet one.
 - “Up to four (4) additional progress reports and invoices will be prepared for the duration of the project.”

Task 3 Permitting Support

Changes to Consultant services for this task are outlined below.

In addition to the permits described in the original contract, the following permits are anticipated for this project. The included hourly budget spreadsheet includes estimated hours by Consultant Team staff:

7. Flood Development Permit
8. Site Development Permit (expected) or Public Works Permit. The City will determine which one of the two is required.

A Flood Development Permit and Site Development Permit will be prepared using the required City forms and will be submitted electronically through the City’s submittal portal. Permit drawings will be included with the completed permit applications.

Permit coordination and management includes addressing up to one round of review comments from the agency or third-party reviewer, as necessary.

Client Responsibilities

- The City will participate in permit review meetings and provide review of pre-meeting materials.
- Review comments from the City will be combined with any review comments from third-party reviewers in a single document.
- The City will review and approve all permit applications. Consultant will provide draft permits for City review and approval.

Assumptions

- All assumptions remain the same.

Deliverables

- Draft and Final Flood Development Permit Documents

- City of Anacortes Forms – Draft, Final (PDF)
 - Site Development Permit

Task 5 Final Design

The Consultant team will coordinate, review, and incorporate City-provided front end (contract) documentation and updates to division 1 to reflect the changes to the 2025 WSDOT specifications and associated APWA and City of Anacortes General Special Provisions. Additionally, the Consultant team will address City’s permit review comments and make necessary updates to the stormwater design memorandum to include the completed SWPPP and City’s Minimum Requirement 2 form. Changes to the Cost Estimate may be required to account for permit review comments that generate new bid items.

Changes to the following include:

Client Responsibility

- Provide project-specific front-end documents and updates to City general special provisions for completion of a Contracts and Special Provisions Document.

Assumptions

- The City will provide consolidated permit review comments which will be addressed in the final design documents.
- The Consultant team will review and incorporate applicable GSPs and fill-ins in City provided front-end documents and prepare a Bid Schedule.

Deliverables

- Updated Final Contract and Project Specifications (all divisions) including Bid Schedule
- Updated Final Stormwater Design Memorandum
- Updated Cost Estimate

Task 6 Bid-Ready PS&E

Changes to this task include the following:

Assumptions

- The Consultant team will update the project contract and special provisions based on the proposed advertisement date and any City-requested changes to the contract, special provisions, or GSPs.

Deliverables

- Change fourth bullet point to read:
 - “Bid-Ready Project Contract and Special Provisions (all divisions)”.

PROJECT BUDGET

| Task ID | TASK DESCRIPTION | ORIGINAL BUDGET | ADDED BUDGET | NEW BUDGET |
|----------------|-------------------------------|------------------------|---------------------|----------------------|
| Task 1 | PROJECT MANAGEMENT | \$ 12,950.00 | \$ 1,720.00 | \$ 14,670.00 |
| Task 2 | DATA GATHERING AND ASSESSMENT | \$ 4,900.00 | \$ - | \$ 4,900.00 |
| Task 3 | PERMITTING SUPPORT | \$ 33,420.00 | \$ 10,000.00 | \$ 43,420.00 |
| Task 4 | PRELIMINARY DESIGN | \$ 44,280.00 | \$ - | \$ 44,280.00 |
| Task 5 | FINAL DESIGN | \$ 31,800.00 | \$ 11,330.00 | \$ 43,130.00 |
| Task 6 | BID-READY PS&E | \$ 9,970.00 | \$ 1,100.00 | \$ 11,070.00 |
| Task 7 | AD & AWARD SUPPORT | \$ 4,630.00 | \$ - | \$ 4,630.00 |
| Task 8 | PROJECT CLOSEOUT | \$ 2,410.00 | \$ - | \$ 2,410.00 |
| | EXPENSES | \$ 300.00 | \$ - | \$ 300.00 |
| | Total | \$ 144,660.00 | \$ 24,150.00 | \$ 168,810.00 |

PROJECT MILESTONE SCHEDULE

The anticipated project schedule for the above tasks' milestones is as follows:

- Permit Submittals – June 2026
- Final Design Submittal – June 2026
- Bid-Ready Submittal – August 2026

Project Title: 17th Street Drainage Improvements

Contract #: #25-166-STM-001

Exhibit B - Modification #02

| TASK ID | SUB TASK ID | TASK DESCRIPTION | OSBORN CONSULTING | | | | | | | | | NWECC (Permitting) | | | | | Task Estimated Cost | Total Est. Hours | % of Total Contract Value | Rounded Estimated Cost | |
|---------|-------------|---|-------------------|------------------|------------------|-----------------|-------------------------------|-----------------------|---------------------------|--------------------|-------------|--------------------|-------------|--------------|-------------|-------------|---------------------|------------------|---------------------------|------------------------|------------------|
| | | | Principal (QC) | Project Manager | Project Engineer | Design Engineer | Senior Engineering Technician | Design Technician III | Senior Project Accountant | Administration III | Expense | Prof. Staff | Field Staff | Title / Role | Title | Expenses | | | | | |
| 1 | | PROJECT MANAGEMENT | | | | | | | | | | | | | | | | | | | |
| | 1.4 | Meetings | | 2 | | | | | | | | | | | | | \$ 545.60 | 2 | | | |
| | 1.5 | Status Reporting | | 2 | | | | | | 5 | | | | | | | \$ 1,171.80 | 7 | | | |
| | | SUBTOTAL | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ 1,717.40 | 9 | 7.1% | \$ 1,720 | |
| 2 | | DATA GATHERING AND ASSESSMENT | | | | | | | | | | | | | | | | | | | |
| | | SUBTOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ - | 0 | 0.0% | \$ - | |
| 3 | | PERMITTING SUPPORT | | | | | | | | | | | | | | | | | | | |
| | 3.8 | Flood Development Permit (draft and final) | | 8 | | 8 | 12 | | | | | | | | | | \$ 4,998.48 | 28 | | | |
| | 3.9 | Site Development Permit or Public Works Permit (draft and final) | | 8 | | 8 | 12 | | | | | | | | | | \$ 4,998.48 | 28 | | | |
| | | SUBTOTAL | 0 | 16 | 0 | 16 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ 9,996.96 | 56 | 41.4% | \$ 10,000 | |
| 4 | | PRELIMINARY DESIGN | | | | | | | | | | | | | | | | | | | |
| | | SUBTOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ - | 0 | 0.0% | \$ - | |
| 5 | | FINAL DESIGN | | | | | | | | | | | | | | | | | | | |
| | 5.1 | Final Design Documents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | 0 | | | |
| | 5.2 | Response to City's Permit Review Comments | | 2 | | 4 | 4 | | | | | | | | | | \$ 1,643.64 | 10 | | | |
| | 5.3 | Final Cost Estimate | | | 1 | 2 | | | | | | | | | | | \$ 435.87 | 3 | | | |
| | 5.4 | Final Project Specifications (All Divisions) | | 8 | 6 | | | | | | | | | | | | \$ 3,363.50 | 14 | | | |
| | 5.5 | Final Stormwater Design Memorandum | | | 2 | 4 | | | | | | | | | | | \$ 871.74 | 6 | | | |
| | 5.6 | Weekly design meetings (for the duration of task; 30 minutes each) | | 4 | 6 | 6 | 6 | | | | | | | | | | \$ 3,919.36 | 22 | | | |
| | 5.7 | QA/QC | | 4 | | | | | | | | | | | | | \$ 1,091.20 | 4 | | | |
| | | SUBTOTAL | 0 | 18 | 15 | 16 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ 11,325.31 | 59 | 46.9% | \$ 11,330 | |
| 6 | | BID-READY PS&E | | | | | | | | | | | | | | | | | | | |
| | 6.1 | Bid-Ready Design Documents | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | \$ 1,091.20 | 4 | | | |
| | 6.1D | Bid-Ready Project Specifications (All Divisions) | | 4 | | | | | | | | | | | | | \$ 1,091.20 | 4 | | | |
| | 6.2 | QA/QC | | | | | | | | | | | | | | | | 0 | | | |
| | 6.3 | Bi-weekly design meetings (for the duration of task; 30 minutes each) | | | | | | | | | | | | | | | | 0 | | | |
| | | SUBTOTAL | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ 1,091.20 | 4 | 4.5% | \$ 1,100 | |
| 7 | | AD & AWARD SUPPORT | | | | | | | | | | | | | | | | | | | |
| | | SUBTOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ - | 0 | 0.0% | \$ - | |
| 8 | | PROJECT CLOSEOUT | | | | | | | | | | | | | | | | | | | |
| | | SUBTOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ - | 0 | 0.0% | \$ - | |
| 9 | | CONSTRUCTION SUPPORT (FUTURE PHASE) | | | | | | | | | | | | | | | | | | | |
| | | SUBTOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ - | 0 | 0.0% | \$ - | |
| X | | EXPENSES | | | | | | | | | | | | | | | | | | | |
| | | SUBTOTAL | | | | | | | | | | | | | | \$ - | \$ - | | 0.0% | \$ - | |
| | | TOTAL ESTIMATE FOR ALL TASKS (hours) | 0 | 42 | 15 | 32 | 34 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | | 128 | 128 | hours | | |
| | | TOTAL ESTIMATE FOR ALL TASKS (\$) | \$ - | \$ 11,458 | \$ 2,953 | \$ 3,824 | \$ 5,270 | \$ - | \$ 626 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 24,130.87 | | | fee est. | \$ 24,150 |

| | | | | |
|-----------------------|--------------|-------|---------|---------------------|
| | Fee | Hours | % Total | |
| Osborn | \$ 24,130.87 | 128 | 100% | |
| NWEC | \$ - | | 0% | |
| Expenses | \$ - | | 0% | |
| | \$ 24,130.87 | 128 | 100.0% | \$ 24,150 |
| Total Contract | | | | \$ 24,150.00 |

17th Street Drainage Improvements - Contract Modification

Aaron Esterholt, Stormwater Program Manager

June 15, 2026



Location



Change to Scope of Work

- Additional permitting requirements identified during design, including Flood Development and Site Development/Public Works permits for project areas outside City right-of-way.
- Supplemental engineering, documentation, and agency coordination needed to support permit approvals.
- Shoreline restoration and tree planting added to improve habitat, mitigate project impacts, and satisfy environmental permitting requirements.





Benefits from Additional Work

The additional work is necessary to ensure the project can be successfully permitted and constructed. The improvements will also provide several long-term benefits:

- Reduces future flooding and erosion risks.
- Supports future public trail improvements and protects trail infrastructure.
- Improves long-term access and maintenance of stormwater facilities.
- Enhances shoreline habitat through restoration and tree planting.
- Avoids more costly modifications after future development occurs.



Request from Council

- **Requested Action**

Authorize a contract amendment with Osborn Consulting, Inc. for additional design, permitting, and environmental compliance services associated with the 17th Street Drainage Improvements Project.

- **Financial Impact**

The consultant has submitted a supplemental scope of work totaling \$24,150, increasing the contract amount from \$144,660 to \$168,810.

- The proposed contract amendment will be funded within the existing project budget and does not increase the overall project cost.



City Council Agenda Bill

June 15, 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

Approved for Submittal to Council by:

Tiffany Matson
Jonn Lunsford

Summary:

City staff seeks City Council consent to award the updated version of 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. The original version of this agreement was approved at the [4/6/26](#) Council meeting. After receiving the contract documents for signature the contractor requested language be added outlining installation requirements, as detailed in Article 3 of the updated contract. Due to the increased requirements and risk with the addition of this language City staff would like City Council to review and approve award of the updated contract.

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.

Key Terms: Total contract price of \$188,577.77 which includes \$15,411.77 in sales tax. No change from the original contract version.

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. |
| 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. The original version of this agreement was approved at the [4/6/26](#) Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign the updated 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 per the Installation Requirements 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. Installation Requirements:** City is responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal WA DOT permitted load highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. The total pick distance between building site, crane, and truck will be within 10 feet. City shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access within the Anacortes city limits. CXT reserves the right to charge the City for additional costs incurred for special equipment required to perform delivery and installation if so pre-approved in writing through a Contract Modification signed by both Parties. In the event delivery of the building ordered is not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms, if so agreed to in writing through a Contract Modification signed by both Parties. In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.
- 4. Contract Price:** The Contractor will perform the Scope of Work above for a firm fixed price of **\$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.
- 5. 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.
- 6. Time of Completion:** The Contractor shall complete the work by December 31, 2026, as scheduled with the City's Project Manager.
- 7. Project Management:** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Bob Vaux (360) 588-8233.
- 8. 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.

9. **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 Work under this Agreement has been fully performed.

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:

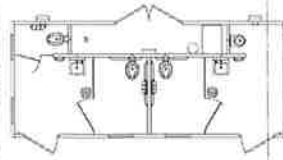
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair 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).

CONTRACT 25-136-PRK-003

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 | <input checked="" type="checkbox"/> 7,000.00 |
| Optional Wall Texture- choose one | <input type="radio"/> Split Face Block (\$6,500) <input type="radio"/> Custom Texture (\$8,500) | | Reset Wall Texture |
| Optional Roof Texture | <input type="checkbox"/> Ribbed Metal | \$ 6,500.00 | 0.00 |
| Individual User Option | | \$ 27,500.00 | <input type="checkbox"/> 0.00 |
| Stainless Steel Water Closet (each) | Qty: 3 | \$ 2,500.00 | <input checked="" type="checkbox"/> 7,500.00 |
| Stainless Steel Lavatory (each) | Qty: 2 | \$ 1,750.00 | <input checked="" type="checkbox"/> 3,500.00 |
| Stainless Steel Urinal (each) | Qty: 1 | \$ 2,500.00 | <input checked="" type="checkbox"/> 2,500.00 |
| Electric Hand Dryer (each) | Qty: 2 | \$ 1,000.00 | <input checked="" type="checkbox"/> 2,000.00 |
| Electronic Flush Valve (each) | Qty: 3 | \$ 1,500.00 | <input checked="" type="checkbox"/> 4,500.00 |
| Electronic Lavatory Faucet (each) | Qty: 2 | \$ 1,500.00 | <input checked="" type="checkbox"/> 3,000.00 |
| Electronic Urinal Valve (each) | Qty: 1 | \$ 1,500.00 | <input checked="" type="checkbox"/> 1,500.00 |
| Paper Towel Dispenser (each) | Qty: 2 | \$ 350.00 | <input type="checkbox"/> 0.00 |
| Toilet Seat Cover Dispenser (each) | Qty: 3 | \$ 350.00 | <input type="checkbox"/> 0.00 |
| Sanitary Napkin Disposal Receptacle (each) | Qty: 2 | \$ 150.00 | <input checked="" type="checkbox"/> 300.00 |
| Baby Changing Table (each) | Qty: 2 | \$ 1,100.00 | <input type="checkbox"/> 0.00 |
| Marine Grade Skylight in Restroom (each) | Qty: 2 | \$ 1,800.00 | <input type="checkbox"/> 0.00 |
| Marine Package (excluding fiberglass doors and frames) | | \$ 4,500.00 | <input type="checkbox"/> 0.00 |
| Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each) | Qty: 1 | \$ 6,500.00 | <input type="checkbox"/> 0.00 |
| Exterior Mounted ADA Drinking Fountain w/Bottle Filler (each) | Qty: 1 | \$ 8,500.00 | <input type="checkbox"/> 0.00 |
| 2K Anti-Graffiti Coating | | \$ 5,000.00 | <input type="checkbox"/> 0.00 |
| Optional Door Closure (each) | Qty: 2 | \$ 850.00 | <input checked="" type="checkbox"/> 1,700.00 |
| Fiberglass Entry and Chase Doors and Frames (each) | Qty: 4 | \$ 5,300.00 | <input type="checkbox"/> 0.00 |
| Timed Electric Lock System (2 doors- does not include chase door) (each) | Qty: 2 | \$ 2,500.00 | <input type="checkbox"/> 0.00 |
| Exterior Frostproof Hose Bib with Box (each) | Qty: 1 | \$ 1,200.00 | <input type="checkbox"/> 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
Digitally signed by Todd Weger
Date: 2026.03.11 13:43:52 -07'00'
CXT Sales Representative 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.)

| | | | |
|---|---------------------------------------|---|---|
| <input type="checkbox"/> Amber Rose | <input type="checkbox"/> Berry Mauve | <input type="checkbox"/> Buckskin | <input type="checkbox"/> Cappuccino Cream |
| <input checked="" type="checkbox"/> Charcoal Gray | <input type="checkbox"/> Cocoa Milk | <input type="checkbox"/> Evergreen | <input type="checkbox"/> Georgia Brick |
| <input type="checkbox"/> Golden Beige | <input type="checkbox"/> Granite Rock | <input type="checkbox"/> Hunter Green | <input type="checkbox"/> Java Brown |
| <input type="checkbox"/> Liberty Tan | <input type="checkbox"/> Malibu Taupe | <input type="checkbox"/> Mocha Caramel | <input type="checkbox"/> Natural Honey |
| <input type="checkbox"/> Nuss Brown | <input type="checkbox"/> Oatmeal Buff | <input type="checkbox"/> Pueblo Gold | <input type="checkbox"/> Raven Black |
| <input type="checkbox"/> Rich Earth | <input type="checkbox"/> Rosewood | <input type="checkbox"/> Sage Green | <input type="checkbox"/> Salsa Red |
| <input type="checkbox"/> Sand Beige | <input type="checkbox"/> Sun Bronze | <input type="checkbox"/> Toasted Almond | <input type="checkbox"/> 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.)

| | | | |
|----------------------------------|--|--|----------------------------------|
| <input type="checkbox"/> Basalt* | <input type="checkbox"/> Mountain Blend* | <input type="checkbox"/> Natural Gray* | <input type="checkbox"/> Romana* |
|----------------------------------|--|--|----------------------------------|

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

| | |
|--|---|
| <input type="checkbox"/> Ribbed Metal* | <input checked="" type="checkbox"/> 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.)

| | | | |
|--|--|--|----------------------------------|
| <input type="checkbox"/> Split Face Block* | <input type="checkbox"/> Horizontal Lap* | <input type="checkbox"/> Board & Batt* | <input type="checkbox"/> Stucco* |
| <input type="checkbox"/> Brick* | <input type="checkbox"/> Distressed Wood** | <input checked="" type="checkbox"/> Barnwood | |

Rock Wall Texture (bottom texture only)

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

| | | | |
|---------------------------------------|--------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Napa Valley* | <input type="checkbox"/> River Rock* | <input type="checkbox"/> Flagstone* | <input type="checkbox"/> Stacked Rock** |
|---------------------------------------|--------------------------------------|-------------------------------------|---|

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

Door Opener

| | | |
|---|--|---|
| <input type="checkbox"/> Non-locking ADA Handle | <input type="checkbox"/> Privacy ADA Latch | <input type="checkbox"/> Pull Handle/Push Plate |
|---|--|---|

Deadbolt

Accessible Signage

| | | |
|---|---|---------------------------------|
| <input checked="" type="checkbox"/> Men | <input checked="" type="checkbox"/> Women | <input type="checkbox"/> Unisex |
|---|---|---------------------------------|

Toilet Paper Holder

| | |
|---|--|
| <input type="checkbox"/> 2-Roll Stainless Steel | <input checked="" type="checkbox"/> 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

June 15, 2026

Action Type: Contract Modification

Item: 6.e.

Title: Contract Modification: Commercial Avenue Enhancement Project – Design #19-097-TRN-001

Staff Contact(s): Logan Lee

Approved for Submittal to Council by:

Tiffany Matson

Logan Lee

Summary:

City staff seeks Council consent to issue a contract modification to Osborn Consulting, Inc. in the amount of \$64,810.00, increasing the total contract price to \$318,715.00, to provide for additional design work to include curb bulb outs, relocated ADA ramps, relocated pedestrian push buttons, and associated storm drainage and utility structure upgrades and relocations.

Reason for Contract Change: Approval of this contract modification is necessary to incorporate the design of curb bulb-outs into the existing Commercial Avenue project design contract at the four signalized intersections. The curb bulb-outs are a key element of the Commercial Avenue Safety Improvements Capital Project, providing enhanced pedestrian safety, improved visibility at crossings, and traffic calming benefits within the downtown corridor. Adding this work to the existing South Commercial Design effectively combines the design phases of two related capital projects.

History: The City of Anacortes is involved in a long-term effort to advance a complete street along the length of Commercial Avenue, and the Commercial Avenue Multimodal Enhancement project is an overlay and channelization project. This project will coordinate with the proposed improvements for the Commercial Avenue Complete Streets Project Phase 1 at the north end and the improvements proposed as part of the Q Avenue phase of the R Avenue Long-term Improvements at 29th Street.

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

Key Terms:

- Contract is on a time and materials basis not-to-exceed \$318,715.00.
- Extended contract term through 12/31/27.

Budget Impact:

| | |
|---------------------------------|---------------------------|
| Consultant | Osborn Consulting, Inc. |
| Original Agreement Amount | \$120,440.00 |
| Modification 01 | \$0 – time extension only |
| Modification 02 | \$133,465.00 |
| Current Agreement Amount | \$253,905.00 |
| Change Per this Modification | \$64,810.00 |
| Total After Modification | \$318,715.00 |
| In CFP? | Yes |
| Funding Source | REET |
| Earmarked Funds | \$900,000.00 |
| BARS # | 105.720.595.30.63 |

| | |
|-------------------------------|--------------|
| Paid on Contract as of 6/8/26 | \$226,125.70 |
| Budget Amendment Required? | No |
| Start Date | Inception |
| End Date | 12/31/27 |

Previous Action: On [January 21, 2025](#), City Council directed to proceed with this project without grant funding. Council approved Contract [19-097-TRN-001](#) at the [2/24/2025](#) meeting. [Modification 02](#) was approved at the [10/27/25](#) Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a modification to contract 19-097-TRN-001 with Osborn Consulting, Inc. in the amount of \$64,810.00, increasing the total contract price to \$318,715.00.

Alternative Actions: Not approve the contract modification.

Attachments (listed in order presented):

1. 19-097-TRN-001 - Modification 03



**Contract Number 19-097-TRN-001
MODIFICATION 03**

Date June 15, 2026
Page 1 of 1 Page

Contract Title COMMERCIAL AVENUE ENHANCEMENT PROJECT - DESIGN
Consultant OSBORN CONSULTING, INC.

BACKGROUND

This modification is issued in accordance with Article 21, Changes/Additional Work and provides for additional design work to include curb bulb outs, relocated ADA ramps, relocated pedestrian push buttons, and associated storm drainage and utility structure upgrades and relocations. Accordingly, the contract price is increased by \$64,810.00, from \$253,905.00 to \$318,715.00, and the following changes are incorporated under this contract:

ARTICLE 1. Scope of Work. The following third paragraph is added:

“Per Modification 03, the Consultant will provide additional design work to include curb bulb outs, relocated ADA ramps, relocated pedestrian push buttons, and associated storm drainage and utility structure upgrades and relocations, as detailed in Exhibit D which is attached hereto and incorporated by reference.”

ARTICLE 2. Price and Payment Terms. The paragraph is revised to read:

“The services provided under this Agreement shall be on a time and materials basis not-to-exceed **\$318,715.00**. The billing rates and estimated price per task are identified in Exhibits A, B, C, and D.”

ARTICLE 3. Period of Performance. The sentence is revised to read:

“The period of performance under this Agreement is from inception through December 31, 2027.”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

OSBORN CONSULTING, INC.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

| | | | |
|------------------------------|---------------------|---------------------------------------|-------------------|
| Original Agreement Amount | <u>\$120,440.00</u> | Original Contract Completion Date | <u>12/31/2025</u> |
| Current Agreement Amount | <u>\$253,905.00</u> | Current Contract Completion Date | <u>12/31/2026</u> |
| Change Per this Modification | <u>\$64,810.00</u> | Net Change | <u>365 Days</u> |
| Total After Modification | <u>\$318,715.00</u> | Contract Completion Date After Change | <u>12/31/2027</u> |

AGREEMENT #19-097-TRN-001

EXHIBIT D

ADDITIONAL SCOPE OF WORK

| | |
|-------------------|---|
| Project Name: | Commercial Avenue (SR 20 Spur) Multimodal Enhancement |
| Client: | City of Anacortes |
| Prime Consultant: | Osborn Consulting |
| Contract Number: | |

BACKGROUND

After submission of an updated final plan set for initial review by the City of Anacortes (City) and WSDOT in December 2025, and following receipt of WSDOT review comments, the City requested Osborn Consulting (Osborn) provide a construction estimate and updated design fee to provide design for curb bulb outs at the four corners of each of the signalized intersections along Commercial Avenue (SR 20 Spur). Below is a description of the design tasks and associated fee expected to provide curb bulb outs, relocated ADA ramps, relocated pedestrian push buttons, and associated storm drainage and utility structure upgrades and relocations. This assumes WSDOT will require an updated Channelization Plan for Approval, updated Maximum Extent Feasible documentation, updated Basis of Design document, and one review and comment period of the plans, special provisions, and estimate for comment and approval. The information below will be utilized by the City to pursue grant funding to complete the construction improvements originally proposed and updated with the design changes requested in Supplement 01 and this Supplement.

This scope of work includes design services to make the project bid ready. An amendment to the scope will be required to add design support during construction services to the contract should the City require Osborn Consulting's (Consultant) services at that time. A description of the new project task is outlined below. No changes are expected to previously approved tasks.

SCOPE OF WORK

Task 11 Supplement 02 (Curb Bulb Outs)

This task covers all work described above as beyond the scope of the original contract including additional project management required to deliver the work by the Consultant defined in this Supplement and management of necessary subconsultant(s). Consultant services for this task are outlined below.

As described above, the City would like to include design improvements at the intersections of Commercial Avenue and 17th, 22nd, and 32nd Street. Improvements will include curb bulb outs at each of the four corners of the intersections listed, design of twenty-four (24) new curb ramps, new pedestrian push buttons, new thermal detection camera system, updated channelization maintaining the proposed bicycle lanes included in previous design iterations, and expanded sidewalk areas.

This task will include updating and expanding the Channelization Plan (Plan for Approval), Maximum Extent Feasible, and Basis of Design Documents to meet WSDOT requirements for WSDOT review, comment, and approval. Up to two WSDOT reviews are expected including a final approval review.

Consultant Services

- Update WSDOT Plan for Approval to include design changes and submit for WSDOT review and comments.

- Update or add up to twenty-five (25) plan sheets for WSDOT and City review and comments.
- Update Maximum Extent Feasible document to include any changes to the ramps.
- Update Basis of Design document to include changes to the project.
- Review and respond to up to one round of WSDOT and City review comments.
- Update the Project Contract, Bid Schedule, and Special Provisions to account for design changes and WSDOT/APWA GSPs updates for a 2026 construction timeframe.
- Update the Stormwater Design Memorandum to account for changes to hard surface and pollution-generating surface areas.
- Up to one (1) site visit.

Client Responsibility

- The City will lead the updated Chan Plan coordination efforts with WSDOT including submission of all required documents to applicable WSDOT NW Region review teams.
- Provide deliverables to WSDOT for review and comments. This supplement assumes two (2) submittals, a preliminary design and final design, of the intersection improvements with one (1) review period by the City and WSDOT.
- Provide latest City General Special Provisions and front-end documentation (Divisions 0-1) templates.
- Review of preliminary and final design deliverables described below.
- Design input as it pertains to signal, bulb out, and ramp improvements.

Assumptions

- All previous assumptions included in the Original Agreement and Supplement 01 shall remain unless updated in either Supplement 01 or as described below.
- No topographical survey will be provided for the intersection improvements. Up to one (1) additional site visit may be required to obtain additional pavement slope information to validate design changes.
- The project duration for the design phase will be extended up to six (6) months from the date this contract is executed.
- All work will be performed in a manner that conforms to City of Anacortes and WSDOT's Design Standards, Specifications, and guidelines. Project contract documents will need to be updated to reflect the WSDOT's 2026 Standard and Specifications, and any WSDOT/APWA GSPs that apply to the project with a 2026 construction date. If the project is expecting a 2027 construction date, a final update of plans, contract, and special provisions will be required to accommodate WSDOT and APWA changes.
- The vehicle detection loop system shown in the plans will be replaced with FLIR thermal detection camera system at each intersection. New wiring for the thermal detection camera system will be shown within the plans.
- The existing Type II and Type III traffic signal poles at each intersection will remain as is and will not be impacted with the updated curb extensions.
- The proposed pedestrian push button posts as shown in the Preliminary Design will need to be relocated to the new curb ramp locations associated with the curb extensions. The Consultant will evaluate the new pedestrian push button post locations to determine if they are required to upsize

to a Type Pedestrian Signal (PS) pole which includes the pedestrian push button and the pedestrian signal head combined on one pole to meet WSDOT Design Manual requirements.

- The Consultant will adjust the conduit(s) and junction box routing associated with the new curb ramps and curb extensions.
- No changes are expected to the stormwater Minimum Requirements. As replaced hard surface areas for curb bulb outs generally result in a net reduction in pollution-generating surfaces, no runoff treatment or flow control is expected to be required.
- Resolution of City and WSDOT comments after review of the revised deliverables will only require up to one resubmittal response to a combined WSDOT/City comment review letter prior to approval.
- It is expected WSDOT will require one final review of the project plans to confirm the documents follow the WSDOT-approved Channelization Plan and because Commercial Avenue is also a State highway.

Deliverables:

- Channelization Plan for Approval (up to 2 additional submittals, including final, signed documents)
- Maximum Extent Feasible Documentation (up to 2 submittals, including final, signed documents)
- Basis of Design Documentation (up to 2 submittals, including final, signed documents)
- Combined WSDOT and City Comment Review Response Spreadsheet (assume 1 round of review)
- Stormwater Design Memorandum (up to 2 submittals, including final document)
- Preliminary and Bid-Ready Plans including updated traffic signal plans and updated roadway plans incorporating changes as required to accommodate bulb outs, thermal detection camera system, and storm system revisions.
- Preliminary and Bid-Ready Engineer’s Estimate of Probable Construction Costs incorporating changes as required to accommodate bulb outs, thermal detection camera system, and storm system revisions.
- Updated Draft and Bid-Ready Contract GSPs and project Special Provisions (Divisions 0-9) and the Bid Schedule based on the Cost Estimate.

PROJECT BUDGET

This is the second supplement to the originally scoped project. Below is a summary of the fees including this Supplement along with a proposed new total to deliver the project.

| | |
|------------------|------------------|
| Original Fee | \$120,440 |
| Supplement 1 | \$133,465 |
| Supplement 2 | \$ 64,810 |
| New Total | \$318,715 |

This following table describes the expected fee to provide the additional services in Task 11:

| Task ID | TASK DESCRIPTION | BUDGET |
|-----------|-------------------------------|---------------------|
| Task 11.1 | PROJECT MANAGEMENT | \$ 8,670.00 |
| Task 11.2 | DATA GATHERING AND ASSESSMENT | \$ 1,450.00 |
| Task 11.3 | 90% PS&E Package | \$ 29,960.00 |
| Task 11.4 | 100% PS&E Package | \$ 24,670.00 |
| | Expenses | \$ 60.00 |
| | Total | \$ 64,810.00 |

PROJECT MILESTONE SCHEDULE

The anticipated project schedule for the above tasks' milestones is as follows:

- Project Notice to Proceed – May 2026
- Preliminary Design Submittal - July 2026
- Bid-Ready Submittal – October 2026

