



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

August 17, 2026
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Economic Development Committee (Report)
 - b. Finance Committee (Report)
 - c. Public Works Committee (Report)
4. **Public Comment**
 - a. [Participation Rules and Procedures](#)
5. **Consent Agenda**
 - a. Minutes of August 10, 2026 (Action)
 - b. Approval of claims in the amount of \$692,793.67 (Action)
 - c. Contract Award: Water Treatment Plant Ballast Assisted Sedimentation Area Train Deck Coating #C2026-0226 (Action)
 - d. Contract Award: Fire Detection, Suppression, and Inspection Services #26-205-FAC-001 (Action)
 - e. Interlocal Amendment 3 to the School Resource Officer Program #IL265 (Action)
6. **Other Business**
 - a. Civic Academy (Presentation)
 - b. Contract Award: WTP Maintenance Storage Building Project - Design #C2026-0228 (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.

City Council

August 17, 2026

Highlights:

- Civic Academy Presentation
- Contract Award: Water Treatment Plant Maintenance Storage Building Project



12th and Commercial

Week of August 17

- Commercial Avenue from 11th –12th Street will be closed Mon-Wed from 6:00pm – 6:00 am
- Northbound lane will remain open, southbound will be closed
- Signals will be modified accordingly

anacorteswa.gov/projects





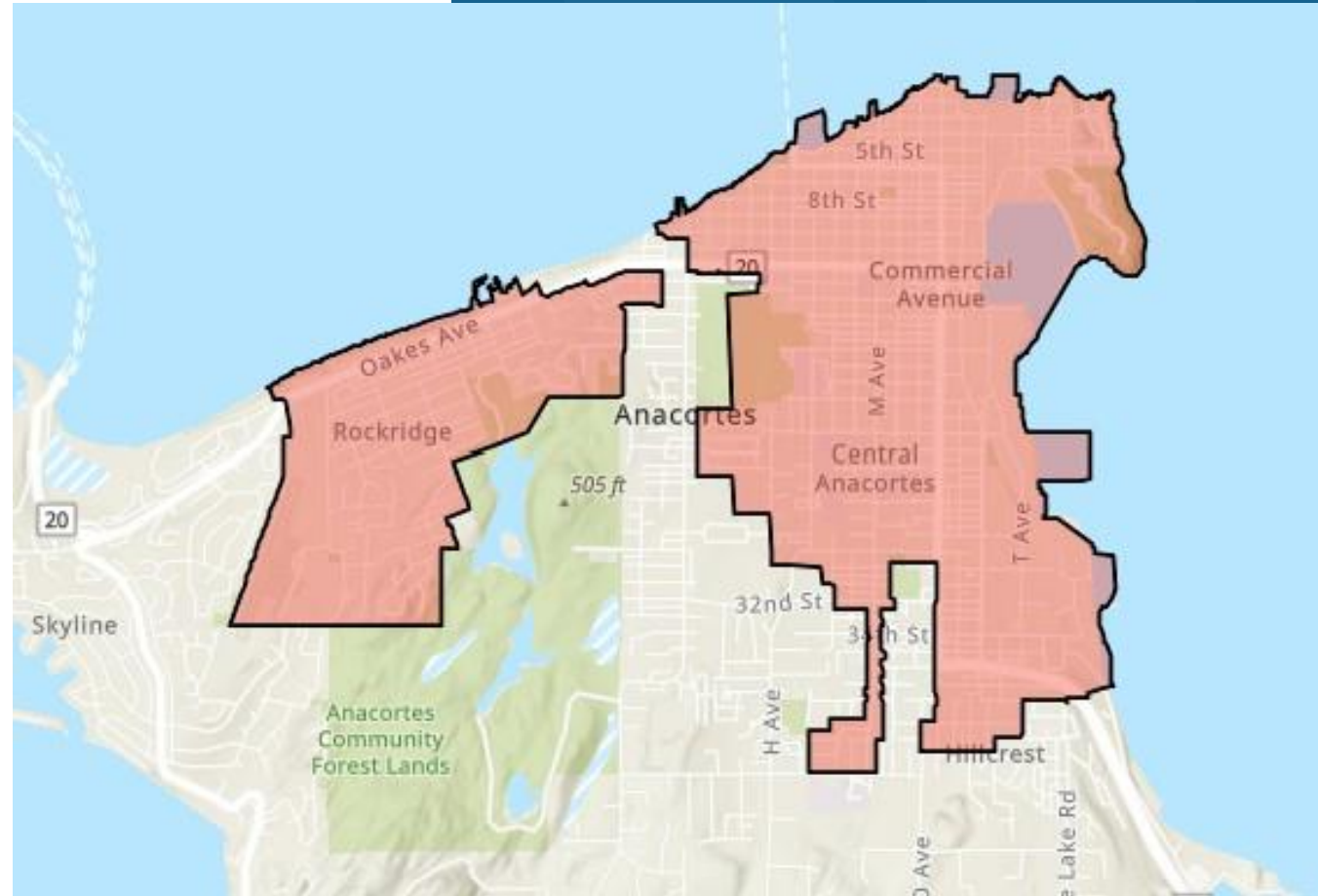
**want
project
info?**

anacorteswa.gov/projects

Fiber Scheduled Maintenance

12:00 AM, Monday, August 24

- **Core networking hardware to be replaced**
- **Service will be interrupted up to four hours for areas shown on map →**



anacorteswa.gov/2186

Elliott the Magician

- Tuesday, August 18
- 6:30pm
- Causland Park

Prepare to be astounded by the magic of world-famous magician and Anacortes native, Elliott Hunter!

Elliott's sleight of hand and visual storytelling make for an exciting evening of entertainment for people of all ages.





RESIDENTIAL CLEAN UP DAY

SATURDAY, SEPTEMBER 19
9AM-12PM



Bring your residential garbage and
yard waste to our operations
facility at no charge.





E-bikes and E-motorcycles

- Helmets are now required by law (for all bikes)
- Speed limit for all bikes is 15 mph
- Under age 16 **may not** ride an e-motorcycle
- Age 16 and over must be licensed with motorcycle endorsement
- Ticket for a first violation > \$52
- Police may impound
- Parents may be held responsible

Committee Reports

- Economic Development
- Finance



Anacortes City Council Minutes - August 10, 2026

Call to Order

Mayor Ryan Walters called to order the August 10, 2026, Anacortes City Council meeting at 6:00 p.m. Councilmembers Marcia Hunt, Luke Currier, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and TJ Fantini were present.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Walters made announcements regarding the [12th Street and Commercial Avenue intersection project](#), August events at the [Library](#), Open Streets on August 30th from 11am-3pm, Residential Clean Up Day on Saturday, September 19th from 9am-12pm, and [Ordinance 5032](#) regulating the use of [e-bikes, e-motorcycles, and other personal transportation devices](#) is effective as of today.

Housing Affordability and Community Services and Planning Committee

Ms. Moulton reported from the Housing Affordability and Community Services and Planning Committee meeting held earlier in the evening immediately before the regular City Council meeting. The topics discussed included the award of a \$750,000 grant from Skagit County for the Event Center, the release of a request for proposal by the Port of Anacortes for a hotel near the Event Center, a \$75,000 grant application to continue to refine planning processes, updates to the [Planning, Community, & Economic Development web page](#), and results of the recent appeals to the Growth Management Hearings Board.

Port / City Liaison Committee

Ms. Cleland-McGrath and Mr. Fantini reported from the Port / City Liaison Committee meeting held August 4th. The topics discussed included possible bike calming devices for the Tommy Thompson Trail where it crosses Seafarers Way, the Curtis Wharf pump out agreement, coordination of the Pier 2 retention pond outfall assessment, sales tax receipts from this year's Boat Show and the economic effects on the rest of the community, and upcoming [Event Center project](#) updates.

Mayor's Awards of Merit

Public Works Director Logan Lee introduced, and Mayor Walters awarded the Mayor's Award of Merit to Water Treatment Plant Operators Gilbert Quevedo, Wade Hoskinson, Cameron Frazer, and Seth Schuh for their meritorious service during the flood event in December 2025.

Planning, Community, and Economic Development Director John Coleman introduced, and Mayor Walters awarded the Mayor's Award of Merit to Planning Manager Libby Grage for her meritorious service leading the city's Comprehensive Plan update process from 2023 to 2025.

Fiber Manager Jim Lemberg introduced, and Mayor Walters awarded the Mayor's Award of Merit to Municipal Broadband Network Administrator Corby Stephens and Municipal Broadband Field Technicians Aaron Brown and Ian Wade for their meritorious service in managing recent unexpected network disruptions.

Public Comment

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

Public comment was given as follows:

Audrey Houston of Skyline in Ward 3, Anacortes spoke about youth basketball, asking for priority scheduling for youth athletes at the Fidalgo Elementary School gym on weekdays during the coming season.

Consent Agenda

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

a. Minutes of August 3, 2026

b. Approval of claims in the amount of \$1,306,507.41

The following vouchers/checks were approved for payment:

EFT numbers: 271 through 326, total \$1,221,884.39

Check numbers: 116100 through 116133, total \$69,349.35

Wire transfer numbers: 248 through 270, total \$15,273.67

Other Business

Contract Award: Ziply Fiber Dedicated Internet Access #26-178-FBR-001/#26-178-FBR-002

Fiber Manager Jim Lemberg introduced proposed contracts #26-178-FBR-001 and #26-178-FBR-002 with Ziply Fiber for dedicated internet access,

Discussion topics included:

- Ziply has two paths for internet access up from the Seattle metro area.
- Low latency robust connection.
- NoaNet will become the secondary connection.
- "Coopetition" in the communications industry.
- The 10GB Cogent circuit will be replaced by a 20GB Ziply line for lower per gigabit price.
- Building the network to carry increased traffic.

Anthony Young moved, seconded by TJ Fantini, to authorize the mayor to sign a contract with Northwest Fiber, LLC dba Ziply Fiber in the amount of \$151,200.00 for 36 months for Ethernet Internet Access service. The motion carried unanimously by voice vote.

Resolution 3196: Adoption of the Skagit County Hazard Mitigation Plan

Public Works Director Logan Lee introduced proposed Resolution 3196 that would adopt the 2026 Skagit County Hazard Mitigation Plan, explaining that the plan considers the hazards a community may have, the impacts of those hazards, and possible actions to mitigate those impacts on residents, businesses, infrastructure and public facilities, including improving critical infrastructure resiliency, addressing vulnerable transportation routes, reducing flood and stormwater risks, and improving emergency preparedness. He then pointed out that the plan also helps make the city eligible for federal hazard mitigation funding programs, including an ongoing analysis of the Whistle Lake earthen dam, and is a living document that is updated annually.

Luke Currier moved, seconded by Anthony Young, to adopt Resolution 3196 as presented. The motion carried unanimously by voice vote.

Contract Award: Water Treatment Plant Intake Pump Station Alternatives Analysis #C2026-0218

Water Treatment Plant (WTP) Manager Terry Nemeth introduced proposed contract #C2026-0218 with HDR Engineering, Inc. to analyze alternatives to retrofit the foundation of the Anacortes WTP Intake Station to improve its performance with the goal of identifying a system with capacities to accommodate a 2021 International Building Code design seismic event, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- The contract is to find a plan to reinforce the existing building to save on the higher cost of replacing the entire building.

- Single point for water intake.
- Construction would begin in 2027 or 2028.
- Deliverable will be a construction plan and contract.
- Reinforce the existing structure to withstand a 7.2 or stronger earthquake.
- No possibility of additional expenditure on the alternatives analysis.

Anthony Young moved, seconded by Bruce McDougall, to authorize the mayor to sign contract C2026-0218 with HDR Engineering, Inc. in the amount of \$158,700.00 to perform the WTP Intake Pump Station Alternatives Analysis. The motion carried unanimously by voice vote.

Ordinance 5035: Contract Numbering

City Attorney Darcy Swetnam introduced proposed Ordinance 5035 that would amend AMC 1.30 to reflect the city's new contract numbering scheme due to the implementation of the new Tyler EERP system, update the title of the Contracts Specialist to Contracts and Grants Manager, and clarify the mayor's authority to manage dark fiber leases and modifications.

Discussion topics included:

- Appreciation for backend work by the staff to make the transition.
- Only active contracts will have numbers in both the old and new scheme.
- SharePoint crosswalk for referencing contract numbers according to the new scheme is available for staff use on the intranet.

Carolyn Moulton moved, seconded by Marcia Hunt, to adopt Ordinance 5035 to update the system for numbering city contracts.

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

Executive Session

Potential Real Estate Transaction per RCW 42.30.110(1)(c) (15 minutes)

Mayor Walters announced that City Council and the City Attorney would convene in Executive Session per RCW 42.30.110(1)(c) for approximately 15 minutes to discuss a potential real estate transaction. The mayor advised that the regular meeting would then adjourn with no final action having been taken. Councilmembers TJ Fantini, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall, Luke Currier, and Marcia Hunt attended the executive session.

Adjournment

There being no further business, at approximately 7:13 pm, the Anacortes City Council meeting of August 10, 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 August 17, 2026 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Department
401131	4/17/2026	B21072452	SHI INTERNATIONAL CORP.	CELL ROUTER PURCHASE FOR AFD APPARATUSES	\$ 1,734.07	IT
401153	5/19/2026	3326	PRESTIGE WORLDWIDE TECH	PRESSURE REDUCING VALVE CLEAN/REBUILD/INSPECTIONS	\$ 31,541.23	WDIST
401134	6/24/2026	1102922	BAYSHORE OFFICE PRODUCTS	Additonal Part for BC Desk (Remodel)	\$ 359.66	FIRE
401104	7/7/2026	8282361607	MOTOROLA SOLUTIONS INC	TWO PORTABLE RADIO UNITS	\$ 10,076.47	APD
401106	7/7/2026	8282360119	MOTOROLA SOLUTIONS INC	IN-CAR RADIO UNIT	\$ 9,671.22	APD
401107	7/7/2026	8282361946	MOTOROLA SOLUTIONS INC	DESKTOP CHARGER FOR RADIO UNIT	\$ 145.82	APD
401192	7/11/2026	10691	WORKING FIRE FURNITURE & MATTRESS CO INC	New Dayroom Recliners (Remodel)	\$ 5,961.20	FIRE
401160	7/13/2026	244668	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR - WTP PUMP IMPELLER	\$ 3,239.43	FAC
401195	7/21/2026	6560799419	VESTIS SERVICES LLC	STA 2 MAT/MOP SERVICE: 7/21	\$ 16.33	FIRE
401143	7/24/2026	045-568938	TYLER TECHNOLOGIES INC.	EERP SOFTWARE/IMPLEMENTATION S	\$ 4,478.26	FIN
401154	7/27/2026	4646602956	SCHINDLER ELEVATOR CORPORATION	ELEVATOR SERVICE - July 2026	\$ 540.00	FAC
401099	7/29/2026	ReimbHamburg	CORRIN HAMBURG	Travel Reimbursement	\$ 473.34	WWTP
401158	7/29/2026	4293718	SUMMIT FIRE & SECURITY	FIRE STATION 3 FIRE ALARM MONITORING 7/1-9/30/26	\$ 98.01	FAC
401159	7/29/2026	4293920	SUMMIT FIRE & SECURITY	LIBRARY FIRE ALARM MONITORING 7/1/26-9/30/26	\$ 98.01	FAC
401142	7/30/2026	045-573750	TYLER TECHNOLOGIES INC.	EERP SOFTWARE/IMPLEMENTATION S	\$ 3,388.00	FIN
401124	7/30/2026	1-141	QCC QUALITY CONTROLS CORP.	Maintenance supplies - Level Pressure Transmitter	\$ 5,096.52	WWTP
401086	7/31/2026	15099	PETDATA, INC	July Pet Licensing Fees	\$ 500.00	FIN
401090	7/31/2026	6070127	UTILITIES UNDERGROUND LOCATION	July Locate Tickets	\$ 238.74	PUBWR
401140	7/31/2026	045-573823	TYLER TECHNOLOGIES INC.	EERP Software Implementation	\$ 2,722.50	FIN

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Department
401141	7/31/2026	045-573942	TYLER TECHNOLOGIES INC.	EERP SOFTWARE/IMPLEMENTATION S	\$ 6,131.80	FIN
401145	7/31/2026	2960925	FOSTER GARVEY PC	Sludge Incinerator and Operating Permit	\$ 2,850.00	WWTP
401146	7/31/2026	2960924	FOSTER GARVEY PC	Ellwood Holdings Appeal	\$ 37,978.50	LEGAL
401196	7/31/2026	509098	LANGUAGE NETWORK INC	in person interpreter - court session MIXTECO	\$ 829.85	COURT
401185	7/31/2026	0173 - JULY	SKAGIT COUNTY SOLID WASTE	JULY TONNAGE HAULED	\$ 125,654.44	SOLID
401193	7/31/2026	120000184	LANGUAGE LINE SERVICES, INC	telephone interpreter services	\$ 10.00	COURT
401191	7/31/2026	00020	ZERVAS GROUP ARCHITECTS	WWTP ADMINISTRATION BUILDING A	\$ 2,468.75	WWTP
401155	7/31/2026	IN970846	NOANET	Outsourced NOC services, July 2026	\$ 13,141.11	FIBER
401194	7/31/2026	60627	PACIFIC SECURITY	security detail during court sessions	\$ 759.99	COURT
401081	8/1/2026	1003322	JCI JONES CHEMICALS INC	Sodium Hypochlorite PO 26-172	\$ 4,371.33	WTP
401188	8/1/2026	Cogent-260801	COGENT COMMUNICATIONS, LLC	Backup Internet Access, Aug 2026	\$ 3,717.47	FIBER
401210	8/2/2026	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 8/9-9/8/26	\$ 185.24	FIN
401004	8/3/2026	RefundTeter	SANDRA TETER	WA park camping cancellation refund	\$ 165.00	PARKS
401005	8/3/2026	ReimbNoren	KELLI NOREN	Gas for power washer at Senior Center	\$ 20.01	PARKS
401113	8/3/2026	4900/0100194990/2 027	FINANCIAL MGMT DIVISION	DNR EEL GRASS LEASE 76615 9/1/2026-8/31/2027	\$ 4,245.14	FIN
401111	8/3/2026	26B-103	WSI POLYGRAPH SERVICE	PRE-EMPLOYMENT POLYGRAPH; BARNES	\$ 272.75	APD
401198	8/3/2026	220013297076	PUGET SOUND ENERGY INC	6821 STATE ROUTE 20 7/9-8/6/26	\$ 14.69	FIN
401197	8/3/2026	684594	MOMENTUM TELECOM INC	SIP TRUNKS 8/1-8/31/26	\$ 1,085.73	FIN
401208	8/3/2026	RefundWiseman	TRUDY WISEMAN	Refund for WA park camping cancellation	\$ 29.00	PARKS
401088	8/4/2026	2026-7-01-ANACORTES	PERISCOPE LEGAL	PUBLIC DEFENSE SERVICES 2025-2	\$ 24,462.50	FIN
401110	8/4/2026	WA0020257	DEPARTMENT OF ECOLOGY	FY2027 July 1,2026 through June 30 2027	\$ 17,735.00	WWTP
401114	8/4/2026	200012505505 Jul	PUGET SOUND ENERGY INC	WTP Electricity 7/1/26 - 7/31/26	\$ 196,252.33	WTP
401139	8/4/2026	6560806462	VESTIS SERVICES LLC	Sta 2 Mat/Mop Service: 8/4	\$ 17.39	FIRE
401149	8/4/2026	1327	BE ENTERPRISES LLC	2026 WTP JANITORIAL SERVICES - July 2026	\$ 1,120.00	FAC

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Department
401150	8/4/2026	1328	BE ENTERPRISES LLC	2026 JANITORIAL SERVICES - July 2026	\$ 8,941.80	FAC
401102	8/5/2026	11317-2	ANACORTES TOWING, LLC	TOWING; APD CASE 26-A04669	\$ 169.88	APD
401103	8/5/2026	11317-1	ANACORTES TOWING, LLC	TOWING; APD CASE 26-A04665	\$ 169.88	APD
401117	8/5/2026	248 984 6277 5 Aug	CASCADE NATURAL GAS CORP.	WTP 7/8/26 - 8/4/26	\$ 3,911.96	WTP
401115	8/5/2026	1100013087	EUROFINS ENVIRONMENT TESTING	Water Analysis TCR North 2026-08-03	\$ 154.00	WTP
401116	8/5/2026	1100013145	EUROFINS ENVIRONMENT TESTING	Water Analysis BACT Raw & Finished 2026-07-27	\$ 44.00	WTP
401119	8/5/2026	1003582	JCI JONES CHEMICALS INC	Sodium Hypochlorite PO 26-175	\$ 7,816.61	WTP
401100	8/5/2026	i2700348	WASHINGTON STATE PATROL ACCT#ANA304	BACKGROUND CHECKS; JULY 2026	\$ 180.00	APD
401137	8/5/2026	8/5/26	STORWICK, RICHARD	Antique Engine - August Storage	\$ 190.00	FIRE
401175	8/5/2026	646776	HUGHES FIRE EQUIPMENT, INC.	PART FOR VEHICLE #222 - SEAT BELT	\$ 552.66	FLEET
401098	8/6/2026	31-C26035534	EDWIN SPAUER	Ambulance Services Refund	\$ 1,285.04	FIN
401097	8/6/2026	31-C26012061	JON NESSET	Ambulance Services Refund	\$ 252.36	FIN
401096	8/6/2026	31-C26016162	SARAH HEDGES	Ambulance Services Refund	\$ 444.77	FIN
401095	8/6/2026	31-C26020549	RICHARD KOHLER	Ambulance Services Refund	\$ 400.00	FIN
401094	8/6/2026	31-C25057398	DONALD HARPER II	Ambulance Services Refund	\$ 220.83	FIN
401093	8/6/2026	31-C25116335	LENORA HANSON	Ambulance Services Refund	\$ 159.10	FIN
401109	8/6/2026	6560807793	VESTIS SERVICES LLC	CARPETS	\$ 17.38	APD
401121	8/6/2026	1997-8	FIDALGO CLEANING	Carnegie Cleaning 8/6-8/20/26	\$ 200.00	MUS
401122	8/6/2026	1998-8	FIDALGO CLEANING	Maritime Cleaning 8/6-8/20/26	\$ 140.00	MUS
401130	8/6/2026	00208257	OMEGA MEDICAL MECHTRONICS	WWTP AUTOCLAVE/GLASSWARE WASHER REPAIRS	\$ 366.72	WWTP
401123	8/6/2026	2722	OSBORN CONSULTING, INC	ON-CALL ENGINEERING SERVICES JULY 2026	\$ 1,239.75	PWENG
401177	8/6/2026	6560807798	VESTIS SERVICES LLC	OPS & PARKS LAUNDRY SERVICE	\$ 68.55	FLEET
401162	8/6/2026	7485945201	CARDINAL HEALTH 110, INC.	Pharma: Ondansetron, Naloxone	\$ 203.64	FIRE
401183	8/6/2026	403055	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 1,207.24	FAC
401184	8/6/2026	402525	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 186.52	FAC
401138	8/7/2026	1200853657	HDR ARCHITECTURE INC	WATER ON-CALL ENGINEER July 2026	\$ 9,691.72	WDIST
401190	8/7/2026	6560808592	VESTIS SERVICES LLC	Sta 3 Mat/Mop Service	\$ 17.38	FIRE

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Department
401186	8/7/2026	646951	HUGHES FIRE EQUIPMENT, INC.	PART FOR VEHICLE #222 - LOW COOLANT PROBE	\$ 130.30	FLEET
401203	8/7/2026	220013297498	PUGET SOUND ENERGY INC	STREET LIGHTS 7/9-8/6/26	\$ 38.82	FLEET
401204	8/7/2026	300000305007	PUGET SOUND ENERGY INC	STREET LIGHTS 7/2-7/31/26	\$ 281.15	FLEET
401206	8/7/2026	220015523313	PUGET SOUND ENERGY INC	STREET LIGHTS 7/8-8/5/26	\$ 31.74	FLEET
401135	8/10/2026	1106841	BAYSHORE OFFICE PRODUCTS	File Boxes	\$ 54.52	FIRE
401163	8/10/2026	2179846	LIFE ASSIST, INC	Tubing, Exam Gloves, Syringe, Dressing, Sensors	\$ 1,637.08	FIRE
401173	8/10/2026	211766459	ULINE, INC.	Maintenance Supplies	\$ 44.10	WWTP
401171	8/10/2026	6560809243	VESTIS SERVICES LLC	Laundry Service for WWTP	\$ 36.51	WWTP
401187	8/10/2026	Pay App 1	FISHER CONSTRUCTION GROUP INC	2026 ADA IMPROVEMENT PROJECT	\$ 59,561.90	PWENG
401148	8/11/2026	20260811	IVER JOHNSON	Hearing Aids Copay, LEOFF 1, Iver Johnson	\$ 2,505.46	HR
401147	8/11/2026	50192	ORCA INFORMATION, INC	Background Checks	\$ 290.50	HR
401199	8/11/2026	L176714	STATE AUDITOR'S OFFICE	Accountability Audit 25-25	\$ 56,331.09	FIN
401174	8/11/2026	1927413	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 249.50	FLEET
401164	8/11/2026	4644	LAW OFFICE OF CARA LORENZO	Case No 5A0511774	\$ 30.00	PUBD
401165	8/11/2026	4645	LAW OFFICE OF CARA LORENZO	Case No 5A0447346	\$ 10.00	PUBD
401167	8/11/2026	4646	LAW OFFICE OF CARA LORENZO	Case No 5A0182238	\$ 10.00	EXEC
401168	8/11/2026	4647	LAW OFFICE OF CARA LORENZO	Case No 4A0545907	\$ 140.00	EXEC
401169	8/11/2026	4648	LAW OFFICE OF CARA LORENZO	Case No 6A0128117	\$ 220.00	EXEC
401170	8/11/2026	4649	LAW OFFICE OF CARA LORENZO	Case No 5A0413675	\$ 10.00	EXEC
401172	8/11/2026	2026-06	GDIXONLAW	June 2026	\$ 2,210.00	PUBD
401180	8/11/2026	128	SKAGIT COUNTY OFFICE OF ASSIGNED COUNSEL	Indigency Screening May 2026	\$ 1,234.80	PUBD
401181	8/11/2026	129	SKAGIT COUNTY OFFICE OF ASSIGNED COUNSEL	Indigency Screening June 2026	\$ 1,764.00	PUBD
401182	8/11/2026	130	SKAGIT COUNTY OFFICE OF ASSIGNED COUNSEL	Indigent Screening July 2026	\$ 1,631.70	PUBD
401207	8/11/2026	403371	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 585.77	FAC
401209	8/11/2026	1927391	WALTON BEVERAGE COMPANY, INC	City Hall Breakroom Supplies	\$ 1,228.00	FIN
401211	8/11/2026	INV3229618	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 7/8-8/7/26	\$ 398.11	FIN
	Total				\$ 692,793.67	



City Council Agenda Bill

August 17, 2026

Action Type: Contract Award

Item: 5.c.

Title: Contract Award: Water Treatment Plant Ballast Assisted Sedimentation Area Train Deck Coating #C2026-0226

Staff Contact(s): Logan Lee, Terry Nemeth

Approved for Submittal to Council by:

Logan Lee

Summary: City staff seeks City Council consent to award a contract in the amount of \$51,454.10 to Cascade Concrete Coatings LLC to perform the Ballast Assisted Sedimentation (BAS) Area Train Deck Coating at the Water Treatment Plant (WTP).

History: Concrete has formed cracks that are allowing water to seep below into the pipe galley. Coating needs to be applied to bridge the cracks to prevent water damage to equipment below.

Key Terms:

-Contract is for a firm fixed price of \$51,454.10.

-The Contractor shall complete the work by February 12, 2027.

Competitive Bidding: In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with Cascade Concrete Coatings LLC.

Budget Impact:

Contractor	Cascade Concrete Coatings LLC
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Contract Amount	\$51,454.10
In CFP?	No
Funding Source	Rates/User Fees
Earmarked Funds	\$336,500.00
BARS #	401.730.534.10.48
Budget Amendment Required?	No
Start Date	Execution
End Date	February 12, 2027

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract C2026-0226 with Cascade Concrete Coatings LLC in the amount of \$51,454.10 to perform the WTP BAS Train Deck Coating.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. C2026-0226



CONTRACT #C2026-0226
AGREEMENT WITH
CASCADE CONCRETE COATINGS LLC

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Cascade Concrete Coatings LLC, a private contractor at 18562 142nd Ave NE, Woodinville WA 98072 (herein after referred to as "Contractor").

PROJECT
WTP BAS Train Deck Coating

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform the BAS train deck coating at the Anacortes Water Treatment Plant (WTP), 14489 River Bend Rd, Mount Vernon, WA 98221 as detailed in Exhibit A which is attached hereto and incorporated by reference.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **\$51,454.10**, which includes \$4,118.22 sales tax at an 8.7% 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.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work by February 12, 2027.
5. **Project Management:** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Mario Gonzalez, 360-428-1598.
6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached General Provisions and Exhibit A are included in this Contract Agreement.

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

Owner:

City of Anacortes

Title

Date

Contractor:

Cascade Concrete Coatings LLC

Title

Date

Contractor License #



CONTRACT #C2026-0226
EXHIBIT A

Scope of Work

Labor

Item: Shop Floor

Quantity: 1

Measurement: 3059.75 (Sq. Ft.)

Additional Properties:

1. Color

Addons:

1. 1 Urethane Top Coat(s)

Measurement: 3162.75 (Sq. Ft.)

2. 1 Verticals (2)(s)

Measurement: 103 (Sq. Ft.)

3. 1 Joint Fill(s)

Measurement: 119 (Ln. Ft.)

Notes:

1. Grind floor with Lavina orbital diamond grinder to open pores (30 grit diamonds)
2. Repair cracks and / or spalling with Penntek Mender X2
3. Fill expansion joints with Penntek Joint Fill
4. Apply Penntek XP275 polyurea base coat (5-7mil notched squeegee)
5. Broadcast 4095 silica sand
6. Apply Penntek NX300 polyaspartic top coat (tinted)
7. Apply Penntek UR4800 urethane top coat (tinted)

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). Following contract completion the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I. L&I provides the wage forms. 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.

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. 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 inquiries 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.

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. Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion. The Contractor, 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. The City's Right to Terminate Agreement.

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

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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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:
Cascade Concrete Coatings LLC
Nicole Schuler
18562 142nd Ave NE
Woodinville WA 98072
admin@cascadeconcretecoatings.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).



City Council Agenda Bill

August 17, 2026

Action Type: Contract Award

Item: 5.d.

Title: Contract Award: Fire Detection, Suppression, and Inspection Services #26-205-FAC-001

Staff Contact(s): Logan Lee, Brandon Krause

Approved for Submittal to Council by:

Logan Lee

Summary: City staff seeks City Council consent to award a contract in the amount of \$100,000.00 to Performance Systems Integration, LLC, dba Summit Fire & Security LLC to provide Fire Detection, Suppression, and Inspection Services from 9/1/2026-8/31/2029. This contract includes fire detection, suppression, and inspection equipment and systems and related specified testing, monitoring, maintenance, and on-call repair services. Job sites include the Wastewater Treatment Plant and related buildings, Water Treatment Plant and related buildings, City Hall, three Fire Stations, Public Safety Building, Public Works Operations Facility, Public Library, Senior Activity Center, Museum, Depot Arts Center, and the WT Preston.

Key Terms: The term of this contract shall be for a period of three years from September 1, 2026-August 31, 2029. Contract is not to exceed a total of three years or \$100,000.00, whichever comes first. The contract includes and incorporates the bidder's unit prices - the total cost column on the bid tabulation was used for evaluation purposes only.

Competitive Bidding: On July 8, 2026 the City [solicited bids](#) for the subject project and on August 5, 2026 a bid opening was conducted and 1 bid was received. Performance Systems Integration, LLC, dba Summit Fire & Security LLC was determined to be the lowest responsible bidder.

Budget Impact:

Contractor	Performance Systems Integration, LLC,
------------	---------------------------------------

	dba Summit Fire & Security LLC
Contract Amount	\$100,000.00
Funding Source	Operating budget
In CFP?	No
BARS #	Varies based on work locations
Budget Amendment Required?	No
Start Date	9/1/26
End Date	8/31/29

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract #26-205-FAC-001 with Performance Systems Integration, LLC, dba Summit Fire & Security LLC in the amount of \$100,000.00 to perform the Fire Detection, Suppression, and Inspection Services.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Bid Tabulation
2. 26-205-FAC-001



Fire Detection, Suppression, and Inspection Services #26-205-FAC-001
Bid Tabulation - Bid Date 8/5/2026

			Summit Fire & Security LLC	
			\$442,293.80	
#	Items	Quantity	LaborRate/UnitPrice	TotalCost
CATEGORY 1: FIRE SPRINKLERS INSTALLATION: Totals				\$38,200.00
#1-1	Sprinkler Fitters (Fire Protection) - Journey Level - Normal Business Hours	100	\$170.00	\$17,000.00
#1-2	Sprinkler Fitters (Fire Protection) - Journey Level - After Hours, Holidays, Overtime	100	\$212.00	\$21,200.00
CATEGORY 2: WET FIRE SPRINKLERS ANNUAL INSPECTION AND TESTING PER LOCATION: Totals				\$6,682.50
#2-1	Public Safety Building, 1218 24th St	3	\$247.50	\$742.50
#2-2	Public Library, 1220 10th St	3	\$247.50	\$742.50
#2-3	Wastewater Treatment Plant, 500 T Ave	9	\$247.50	\$2,227.50
#2-4	Fire Station #1, 1016 13th St	3	\$247.50	\$742.50
#2-5	Fire Station #3, 9029 Molly Lane	3	\$247.50	\$742.50
#2-6	Water Treatment Plant, 14489 River Bend Rd, Mount Vernon	6	\$247.50	\$1,485.00
CATEGORY 2: DRY FIRE SPRINKLER ANNUAL INSPECTION AND TESTING PER LOCATION: Totals				\$4,455.00
#3-1	Public Safety Building, 1218 24th St	3	\$371.25	\$1,113.75
#3-2	Fire Station #1, 1016 13th St	3	\$371.25	\$1,113.75
#3-3	Senior Activity Center, 1701 22nd St	3	\$371.25	\$1,113.75
#3-4	Water Treatment Plant, 14489 River Bend Rd, Mount Vernon	3	\$371.25	\$1,113.75
CATEGORY 2: FIRE SPRINKLER ANNUAL FORWARD FLOW TEST PER LOCATION: Totals				\$2,475.00
#4-1	Fire Station #1, 1016 13th St (518 gpm)	3	\$206.25	\$618.75
#4-2	Fire Station #3, 9029 Molly Lane	3	\$206.25	\$618.75
#4-3	Water Treatment Plant, 14489 River Bend Rd, Mount Vernon	6	\$206.25	\$1,237.50
CATEGORY 2: FIRE SPRINKLER SEMI-ANNUAL INDUSTRIAL SYSTEM INSPECTION & TEST: Totals				\$741.30
#5-1	Senior Activity Center, 1701 22nd St	3	\$247.10	\$741.30
CATEGORY 3: ANNUAL FIRE ALARM SYSTEM CONFIDENCE TEST BY LOCATION: Totals				\$25,920.00
#6-1	Water Treatment Plant, 14489 River Bend Rd, Mount Vernon	3	\$600.00	\$1,800.00
#6-2	City Hall, 904 6th St	3	\$720.00	\$2,160.00
#6-3	Fire Station #1, 1016 13th St	3	\$480.00	\$1,440.00
#6-4	Public Safety Building, 1218 24th St	3	\$960.00	\$2,880.00
#6-5	Museum, 1305 8th St	3	\$480.00	\$1,440.00
#6-6	Public Library, 1220 10th St	3	\$1,680.00	\$5,040.00
#6-7	Senior Activity Center, 1701 22nd St	3	\$600.00	\$1,800.00
#6-8	Wastewater Treatment Plant, 500 T Ave	3	\$600.00	\$1,800.00
#6-9	WT Preston Interpretive Center, 703 R Ave	3	\$360.00	\$1,080.00
#6-10	WT Preston Snag Boat, 703 R Ave	3	\$360.00	\$1,080.00
#6-11	Fire Station #3, 9029 Molly Ln	3	\$360.00	\$1,080.00
#6-12	Public Library, Semi Annual FM200 Systems Testing	6	\$720.00	\$4,320.00
CATEGORIES 2 & 3: FIRE ALARM & SPRINKLER SYSTEMS ON-CALL AND EMERGENCY REPAIR: Totals				\$115,600.00
#7-1	Electronic Technicians - Journey Level - Normal Business Hours	100	\$129.00	\$12,900.00
#7-2	Electronic Technicians - Journey Level - After Hours, Holidays, Overtime	100	\$180.00	\$18,000.00
#7-3	Electronic Technicians - Journey Level - Emergency Call Outs	100	\$210.00	\$21,000.00
#7-4	Sprinkler Fitters (Fire Protection) - Journey Level - Normal Business Hours	100	\$170.00	\$17,000.00
#7-5	Sprinkler Fitters (Fire Protection) - Journey Level - After Hours, Holidays, Overtime	100	\$212.00	\$21,200.00
#7-6	Sprinkler Fitters (Fire Protection) - Journey Level - Emergency Call Outs	100	\$255.00	\$25,500.00
CATEGORY 4: FIRE EXTINGUISHERS SERVICE: Totals				\$17,020.00
#8-1	Building and Vehicle Fire Extinguishers Annual Service & Tag	230	\$9.50	\$2,185.00
#8-2	Building and Vehicle Fire Extinguishers - 6 year maintenance	230	\$26.50	\$6,095.00
#8-3	Building and Vehicle Fire Extinguishers - hydrostatic testing	230	\$38.00	\$8,740.00
CATEGORY 5*: SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS: Totals				\$115,600.00
#9-1	Electronic Technicians - Journey Level - Normal Hours	100	\$129.00	\$12,900.00
#9-2	Electronic Technicians - Journey Level - After Hours, Holiday, Overtime	100	\$180.00	\$18,000.00
#9-3	Electronic Technicians - Journey Level - Emergency Call Outs	100	\$210.00	\$21,000.00
#9-4	Sprinkler Fitters (Fire Protection) - Journey Level - Normal Hours	100	\$170.00	\$17,000.00
#9-5	Sprinkler Fitters (Fire Protection) - Journey Level - After Hours, Holiday, Overtime	100	\$212.00	\$21,200.00
#9-6	Sprinkler Fitters (Fire Protection) - Journey Level - Emergency Call Outs	100	\$255.00	\$25,500.00
CATEGORY 6*: KITCHEN HOOD SUPPRESSION INSPECTION, TESTING, MAINTENANCE & REPAIR: Totals				\$115,600.00
#10-1	Electronic Technicians - Journey Level - Normal Hours	100	\$129.00	\$12,900.00
#10-2	Electronic Technicians - Journey Level - After Hours, Holiday, Overtime	100	\$180.00	\$18,000.00
#10-3	Electronic Technicians - Journey Level - Emergency Call Outs	100	\$210.00	\$21,000.00
#10-4	Sprinkler Fitters (Fire Protection) - Journey Level - Normal Hours	100	\$170.00	\$17,000.00
#10-5	Sprinkler Fitters (Fire Protection) - Journey Level - After Hours, Holiday, Overtime	100	\$212.00	\$21,200.00
#10-6	Sprinkler Fitters (Fire Protection) - Journey Level - Emergency Call Outs	100	\$255.00	\$25,500.00



CONTRACT #26-205-FAC-001
Between
THE CITY OF ANACORTES
AND
PERFORMANCE SYSTEMS INTEGRATION, LLC
dba Summit Fire & Security LLC

FIRE DETECTION, SUPPRESSION, AND INSPECTION SERVICES 9/1/2026-8/31/2029

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Performance Systems Integration, LLC, dba Summit Fire & Security LLC, a private company at 7324 SW Durham Rd, Portland OR 97224 (herein after referred to as "Contractor").

1. **Scope of Work.** Contractor shall furnish all materials, equipment and labor perform the subject project in accordance with and as described in the City of Anacortes Invitation to Bid entitled "Fire Detection, Suppression, and Inspection Services #26-205-FAC-001", which is hereby incorporated by reference and made a part hereof. Work will be scheduled by the Facilities Manager, or their representative, on an as-needed basis. Scheduled routine services shall be performed Monday through Friday between the hours of 8:00 AM and 5:00 PM. Contractor agrees to mobilize and be available to perform scheduled work within a maximum of two days of each request. There may be occasions when job completion runs beyond normal working hours or when a Contractor is called in for an after-hour's emergency. Contractor agrees to mobilize and be available to perform Emergency work within 60 minutes of call out.

2. **Price and Payment Terms.** The total value of all Work shall not exceed **\$100,000.00**, which includes all labor, materials, applicable sales tax based on work location, standard freight, and administrative overhead for the project. Compensation shall be by Labor Rate/Unit Price for each of the categories of work, as well as the parts and materials markup, as noted in the Contractor's bid proposal which is incorporated by reference and attached hereto as Exhibit A. 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 5% of the monies earned by the contractor will be retained.

3. **Term.** The period of this Contract shall be for a period of three years from September 1, 2026-August 31, 2029. Contract is not to exceed a total of three years or \$100,000.00, whichever comes first.

4. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Brandon Krause, 360-588-8071.

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

6. **Contract Documents:** The attached General Provisions, referenced Invitation to Bid, and Exhibit A are included in this Contract Agreement.

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

Owner:

City of Anacortes

Title

Date

Contractor:

Performance Systems Integration, LLC
dba Summit Fire & Security LLC

Title

Date

Contractor License #

1. WASHINGTON STATE PREVAILING WAGES: Washington State Prevailing Wages apply to Work under this Contract. 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 as applicable. 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/>. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project. 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.

- a) Before any payment can be made by the City, Contractor, and subcontractors, must file a "Statement of Intent to Pay Prevailing Wages" with L&I and provide a copy of the L&I approved Intent to the City Contract Specialist. Contractor, and subcontractors, will pay promptly, when due, all wages accruing to its employees. Intents will be filed annually by the Contractor, and subcontractors, at the start date of each new **contract year**.
- b) Before retainage release for the Contract year expiring can be made to the Contractor, an "Affidavit of Wages Paid" must be filed with L&I by the Contractor, and subcontractors, within fifteen (15) days of all work performed during the **Contract year** just completed. Affidavits will be filed annually by the Contractor, and subcontractors, to cover wages paid for the **contract year** just expired.
- c) For the first year of the Contract the Contractor, and subcontractors, shall pay its workers the applicable prevailing wage rates in effect upon the bid deadline date. At the end of the first contract year, and each successive year thereafter the Contractor, and subcontractors, shall adjust the prevailing wages paid to its employees to recognize and follow the most recent increases promulgated by L&I, if any. L&I updates prevailing wage rates every March and September. Any adjusted rates shall be reflected on the Intent filed for the new contract year.
- d) Subsequent to any prevailing wage adjustments, the Contract Price shall be adjusted on each anniversary date to reflect any changes in labor cost based on the most recent prevailing wage rates. For any adjustment in the established Contract Price due to Contractor wage revisions, Contractor must submit the cost of wage increases to City for adjustment of the rates that will be paid to the Contractor for work in the new contract year. Prior to City issuing a Modification to adjust contract pricing, Contractor must submit sufficient cost details to City documenting the number of hours, or expected hours, to be worked by employees receiving the new prevailing wage rate, if any, and a formula for determining the resulting increase in the overall contract prices. City is not liable for rate increases proposed by the Contractor that are not consistent with the original Contractor estimates.
- e) In compliance with WAC 296-127, Contractor is required to pay L&I the appropriate filing fee with each Intent and Affidavit submitted to that department for certification. These fees are incidental to the Contract.
- f) For contracts in excess of \$10,000, the Contractor must post in a conspicuous place at the job site, a copy of the statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquiries may be made. The City will refer any dispute regarding the prevailing rate of wage to the Department of Labor and Industries for arbitration.

Fire Alarm Testing: Prevailing Wages

The scope of work for Electronic Technicians, WAC 296-127-01322, includes "(1) The installation, operation, inspection, maintenance, repair and service of: ... (c) Fire alarm and burglar systems." If Contractor's "testing" is the work of a "laborer, worker, or mechanic," then prevailing wages are required. Some professional/technical work that does not involve the use of tools may be exempt from prevailing wage requirements since the work is not that of a laborer, worker or mechanic. Contractor's employees, in performing tests, when some part of that work requires working with tools, or involves some manual labor, must be paid the prevailing rate of pay. If Contractor's employees are merely looking, not using any tools, and not performing work (such as the tasks listed above), the requirement to pay the prevailing rate of pay will not be activated.

Fire Extinguisher Service: Prevailing Wages

(1) Where the fire extinguisher is serviced at a cost to the state or a municipality (the awarding agency) and any of the following circumstances are present, the prevailing wage requirements of RCW 39.12 apply to this work:

- a. *The fire extinguisher is serviced on the awarding agency's jobsite, or*
- b. *The fire extinguisher is serviced at a facility and the primary use of the facility is to provide this service to the awarding agency, or*
- c. *The fire extinguisher service for the awarding agency is performed with a mobile facility (such as service vehicle), or*
- d. *The fire extinguisher service involves custom assembly, cutting, modification, fabrication, or other steps specific to the requirements of the awarding agency.*

(2) The fire extinguisher service has no prevailing wage requirement from RCW 39.12 if all of the criteria below apply with no deviations or exceptions:

- a. *None of the circumstances in (1) above are present, and*
- b. *The fire extinguisher service is performed in an established service facility that performs the same type of service for numerous customers public, and private, and*
- c. *The service performed is of a standard nature for the customers with no distinguishing factors for the work done for the awarding agency.*

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

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

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

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

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

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

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

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

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

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

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

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

6. 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, Invoice Date, Due Date (30 days), Invoice Number, **Contract Number**, and Invoiced Amount. The invoice must detail unit prices and if prevailing wages applied. 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 30 days after the Physical Completion date, unless otherwise indicated herein.

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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. Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion. The Contractor, 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. The City's Right to Terminate Agreement.

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

determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

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

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

28. 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.

29. 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.

30. 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.

31. 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 party may then pursue any available judicial remedies.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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:

Performance Systems Integration, LLC
Eric Sigmen
7324 SW Durham Rd.
Portland OR 97224
Esigmen@summitfiresecurity.com

38. Limitation of Liability. Deficiencies and defects in an existing system which are latent or concealed are excluded from work. For systems not installed by Contractor, Contractor makes no warranty and performance of the system, and inspections and/or testing under this Agreement shall not be deemed to provide any warranty as to the functionality and design of the original installed system(s). Notwithstanding anything to the contrary in this Agreement, in the event of any breach, default or negligence by Contractor under this Agreement, CONTRACTOR'S TOTAL LIABILITY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHER DAMAGES ARISING FROM PERFORMANCE OF THIS AGREEMENT SHALL BE LIMITED TO THE INSURANCE LIMITS SPECIFIED IN ARTICLE 15.

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 26-205-FAC-001

EXHIBIT A

4. Bid Proposal

All bid submissions must be made through this website. Download the Excel file below, enter your bid prices, save, and upload your completed Excel file to this site.

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

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

The following Bid Proposal lists Work items and quantities that will be used for calculating a total Bid amount to determine the low Bidder. The Bidder must write its loaded unit prices, extension calculations, and the total Bid price. All costs to perform the Work as specified must be reflected in the Bid Proposal. After the Bid opening, the City will verify the mathematical accuracy with respect to the extensions of unit Bid prices and the total Bid price. The Contract will be awarded to the lowest responsible and responsive Bidder.

The stated unit Bid quantities will specifically not be a part of the resultant Contract documents. The City does not represent or warrant to the Bidder that the actual Work provided under this Contract will be consistent with unit quantities that may be assigned by the City for purposes of determining the low Bidder. The actual Work provided under this Contract may vary substantially from the City-assigned unit quantities used to determine the basis of award, and the winning Bidder is not entitled to any adjustment in its unit prices as a result of any variation, no matter how significant, between the actual Work completed and unit quantities used for purposes of determining the basis of award.

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

The bidder agrees that if this proposal is accepted, they will, within **10 Calendar** days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bond, all Certificates of Insurance and related endorsement forms, and proof of a City of Anacortes Business License required therein and will, to the extent of their proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the designated City project representative.

4.1 Bid Proposal

Having carefully examined all specifications prepared by the City of Anacortes, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all labor, equipment, and materials and perform all work, in accordance with the terms & conditions and prevailing wage requirements, which price is hereby designated as to the total proposal price for all necessary work. All labor rates are to be calculated without sales tax from the arrival time at the job site to the completion of work – no travel time to be included or charged. Unit price line items

should be entered without sales tax. Other than the report filing charges listed below, administrative and overhead costs should not be itemized and should be included in unit prices on the bid proposal.

4.1.1 Bid Proposal [Required]

CATEGORY 1: FIRE SPRINKLERS INSTALLATION

Item Name	Quantity	Labor Rate/Unit Price	Total Cost
Sprinkler Fitters (Fire Protection) - Journey Level - Normal Business Hours	100	170	17,000
Sprinkler Fitters (Fire Protection) - Journey Level - After Hours, Holidays, Overtime	100	212	21,200
Basket Totals			38,200

CATEGORY 2: WET FIRE SPRINKLERS ANNUAL INSPECTION AND TESTING PER LOCATION

Item Name	Quantity	Labor Rate/Unit Price	Total Cost
Public Safety Building, 1218 24th St	3	\$247.50	\$742.50
Public Library, 1220 10th St	3	\$247.50	\$742.50
Wastewater Treatment Plant, 500 T Ave	9	\$247.50	\$2,227.50
Fire Station #1, 1016 13th St	3	\$247.50	\$742.50
Fire Station #3, 9029 Molly Lane	3	\$247.50	\$742.50
Water Treatment Plant, 14489 River Bend Rd, Mount Vernon	6	\$247.50	1,485
Basket Totals			\$6,682.50

CATEGORY 2: DRY FIRE SPRINKLER ANNUAL INSPECTION AND TESTING PER LOCATION

Item Name	Quantity	Labor Rate/Unit Price	Total Cost
Public Safety Building, 1218 24th St	3	\$371.25	\$1,113.75
Fire Station #1, 1016 13th St	3	\$371.25	\$1,113.75
Senior Activity Center, 1701 22nd St	3	\$371.25	\$1,113.75
Water Treatment Plant, 14489 River Bend Rd, Mount Vernon	3	\$371.25	\$1,113.75
Basket Totals			4,455

CATEGORY 2: FIRE SPRINKLER ANNUAL FORWARD FLOW TEST PER LOCATION

Item Name	Quantity	Labor Rate/Unit Price	Total Cost
Fire Station #1, 1016 13th St (518 gpm)	3	\$206.25	\$618.75
Fire Station #3, 9029 Molly Lane	3	\$206.25	\$618.75
Water Treatment Plant, 14489 River Bend Rd, Mount Vernon	6	\$206.25	\$1,237.50
Basket Totals			2,475

CATEGORY 2: FIRE SPRINKLER SEMI-ANNUAL INDUSTRIAL SYSTEM INSPECTION & TEST

Item Name	Quantity	Labor Rate/Unit Price	Total Cost
Senior Activity Center, 1701 22nd St	3	\$247.10	\$741.30
Basket Totals			\$741.30

CATEGORY 3: ANNUAL FIRE ALARM SYSTEM CONFIDENCE TEST BY LOCATION

Item Name	Quantity	Labor Rate/Unit Price	Total Cost
Water Treatment Plant, 14489 River Bend Rd, Mount Vernon	3	600	1,800
City Hall, 904 6th St	3	720	2,160
Fire Station #1, 1016 13th St	3	480	1,440
Public Safety Building, 1218 24th St	3	960	2,880
Museum, 1305 8th St	3	480	1,440
Public Library, 1220 10th St	3	1,680	5,040
Senior Activity Center, 1701 22nd St	3	600	1,800
Wastewater Treatment Plant, 500 T Ave	3	600	1,800
WT Preston Interpretive Center, 703 R Ave	3	360	1,080
WT Preston Snag Boat, 703 R Ave	3	360	1,080
Fire Station #3, 9029 Molly Ln	3	360	1,080
Public Library, Semi Annual FM200 Systems Testing	6	720	4,320
Basket Totals			25,920

CATEGORIES 2 & 3: FIRE ALARM & SPRINKLER SYSTEMS ON-CALL AND EMERGENCY REPAIR

Item Name	Quantity	Labor Rate/Unit Price	Total Cost
Electronic Technicians - Journey Level - Normal Business Hours	100	129	12,900
Electronic Technicians - Journey Level - After Hours, Holidays, Overtime	100	180	18,000
Electronic Technicians - Journey Level - Emergency Call Outs	100	210	21,000
Sprinkler Fitters (Fire Protection) - Journey Level - Normal Business Hours	100	170	17,000
Sprinkler Fitters (Fire Protection) - Journey Level - After Hours, Holidays, Overtime	100	212	21,200
Sprinkler Fitters (Fire Protection) - Journey Level - Emergency Call Outs	100	255	25,500
Basket Totals			115,600

CATEGORY 4: FIRE EXTINGUISHERS SERVICE

Item Name	Quantity	Labor Rate/Unit Price	Total Cost
Building and Vehicle Fire Extinguishers Annual Service & Tag	230	\$9.50	2,185
Building and Vehicle Fire Extinguishers - 6 year maintenance	230	\$26.50	6,095
Building and Vehicle Fire Extinguishers - hydrostatic testing	230	38	8,740
Basket Totals			17,020

CATEGORY 5*: SPECIAL HAZARD FIRE SUPPRESSION SYSTEMS

Item Name	Quantity	Labor Rate/Unit Price	Total Cost
Electronic Technicians - Journey Level - Normal Hours	100	129	12,900
Electronic Technicians - Journey Level - After Hours, Holiday, Overtime	100	180	18,000
Electronic Technicians - Journey Level - Emergency Call Outs	100	210	21,000
Sprinkler Fitters (Fire Protection) - Journey Level - Normal Hours	100	170	17,000
Sprinkler Fitters (Fire Protection) - Journey Level - After Hours, Holiday, Overtime	100	212	21,200
Sprinkler Fitters (Fire Protection) - Journey Level - Emergency Call Outs	100	255	25,500
Basket Totals			115,600

CATEGORY 6*: KITCHEN HOOD SUPPRESSION INSPECTION, TESTING, MAINTENANCE & REPAIR

Item Name	Quantity	Labor Rate/Unit Price	Total Cost
Electronic Technicians - Journey Level - Normal Hours	100	129	12,900
Electronic Technicians - Journey Level - After Hours, Holiday, Overtime	100	180	18,000
Electronic Technicians - Journey Level - Emergency Call Outs	100	210	21,000
Sprinkler Fitters (Fire Protection) - Journey Level - Normal Hours	100	170	17,000
Sprinkler Fitters (Fire Protection) - Journey Level - After Hours, Holiday, Overtime	100	212	21,200
Sprinkler Fitters (Fire Protection) - Journey Level - Emergency Call Outs	100	255	25,500

Item Name	Quantity	Labor Rate/Unit Price	Total Cost
Basket Totals			115,600

REPORT FILING

Item Name	Quantity	Labor Rate/Unit Price	Total Cost
Basket Totals			

Grand Totals			\$442,293.80
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4.1.2 Charge per each TEGRIS Inspection Report Filing: **[Required]** **[Number]**

25.00

4.1.3 Charge per each Compliance Engine Inspection Report: **[Required]** **[Number]**

30.00

4.1.4 Our percentage markup for parts and materials is: **[Required]** **[Percentage]**

45 %

4.1.5 We will provide normal business hour services within this many hours from receipt of an order (maximum 48 hours): **[Required]** **[Number]**

2

4.1.6 We will provide emergency services within this many hours from receipt of an order (maximum 60 minutes): **[Required]** **[Number]**

1



City Council Agenda Bill

August 17, 2026

Action Type: Contract Modification

Item: 5.e.

Title: Interlocal Amendment 3 to the School Resource Officer Program #IL265

Staff Contact(s): Dave Floyd

Approved for Submittal to Council by:

Dave Floyd

Summary: City staff seeks approval to execute Amendment #3 to Interlocal Cooperative Agreement IL265 with Anacortes School District (ASD) 103 for the School Resource Officer (SRO) Program. Language has been added to Article 6. Funding in order to clarify when the contract terms start and end and the quarterly billing based on those term dates.

History: The City and ASD 103 first entered into an Interlocal Agreement to create the SRO Program in June of 2015, and the current Interlocal Agreement IL265 was executed on 6/14/2018. Since that time, the SRO has worked in the schools and both City and School District have been very happy with the success of the program.

Budget Impact:

The District will pay 50% of the officer's applicable salary, benefits, and premium expenses.

Previous Action: Interlocal Agreement [IL265](#) was approved at the [6/4/2018](#) Council meeting. [Amendment 1](#) to the interlocal was approved at the [11/14/2022](#) meeting. [Amendment 2](#) was approved at the [10/27/2025](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to execute Amendment #3 to Interlocal Cooperative Agreement IL265 between City of Anacortes and Anacortes School District 103.

Alternative Actions: Not approve the interlocal amendment.

Attachments (listed in order presented):

1. IL265 Amendment 3

IL265 AMENDMENT #3 TO AGREEMENT BETWEEN THE CITY OF ANACORTES AND THE ANACORTES SCHOOL DISTRICT 103 FOR SCHOOL RESOURCE OFFICER PROGRAM

This Third Amendment to Agreement Between the City of Anacortes and the Anacortes School District 103 for the School Resource Officer Program, which amends a certain Agreement Between the City of Anacortes and the Anacortes School District 103 for School Resource Officer Program, dated June 14, 2018, is entered into by and between the City of Anacortes, a Washington municipal corporation ("City"), and Anacortes School District 103, a Washington municipal corporation ("District"), individually referenced as Party or collectively as Parties.

RECITALS

1. On June 14, 2018, the Parties entered into an agreement pursuant to Chapter 39.34 of the Revised Code of Washington entitled the "Agreement Between the City of Anacortes and the Anacortes School District 103 for School Resource Officer Program" ("2018 Agreement"), for the provision of a commissioned Anacortes Police Officer to serve as a School Resource Officer ("SRO") in the Anacortes Public Schools through a shared funding model.
2. The SRO program has been very successful in improving school safety, providing resources to improve student outcomes, connecting youth and police officers, and reducing juvenile crime, and the Parties wish to continue the program consistent with the terms of the 2018 Agreement.
3. The Parties subsequently amended the 2018 Agreement through Amendment #2, which temporarily modified the funding provisions of Article 6 for the 2025–2026 school year by providing that the City would pay 100% of the officer's applicable salary, benefits, and premium expenses
4. The Parties wish to clarify that with the current contract term beginning 7/16/2026 the funding provisions contained in the original 2018 Agreement shall resume and remain in effect with quarterly billing from the City to take place in July, October, January, and April.

NOW, THEREFORE, the Parties agree to amend the 2018 Agreement as follows:

Article 6. Funding shall be modified to read:

6. Funding

- a. The District will pay 50% of the officer's applicable salary, benefits, and premium expenses. The 1-year contract terms run from July-June and the City will invoice the District quarterly for the actual costs in July, October, January, and April.
- b. The City will pay all remaining costs associated with the officer's employment.
- c. The Parties agree that for the 2025-2026 school year the City will pay 100% of the officer's applicable salary, benefits, and premium expenses.

All remaining terms of the 2018 Agreement remain in full force and effect.

Signed:

City of Anacortes

Anacortes School District

Name

Name

Title

Title

Date

Date



City Council Agenda Bill

August 17, 2026

Action Type: Presentation

Item: 6.a.

Title: Civic Academy

Staff Contact(s): Ryan Walters

Approved for Submittal to Council by:

Keira Hines

Ryan Walters

Summary: Mayor's Office Intern Keira Hines will present an overview of the goals, logistics, and future steps for the Civic Academy civic education project. For more information, visit anacorteswa.gov/aca

Budget Impact:

The Civic Academy is being developed and taught in-house at essentially no additional cost to the city.

Previous Action:

Recommended Motion: N/A

Alternative Actions:

Attachments (listed in order presented):

1. ACA Presentation



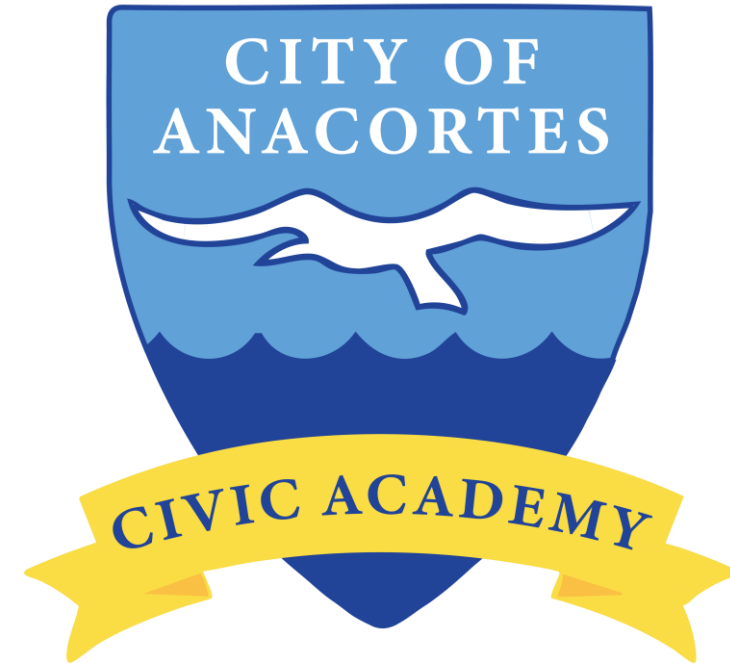
Anacortes Civic Academy

Keira Hines, Mayor's Office Intern

August 17, 2026

What is the Civic Academy?

- An eight-week civic education course that will be offered by the City of Anacortes
- Designed for residents interested in learning about how local government works





Objectives

- Educate the public about city operations and responsibilities
- Increase informed public engagement
- Strengthen public trust
- Improve residents' knowledge of how to effectively engage with the city



Logistics

- Weekly lecture sessions
- Weekly topics include city history, organizational structure, and city finance
- Optional field trip sessions most weeks



Instructors

- Course organizer will oversee each session and introduce speakers
- Individual topics taught by city officials
- Multiple weekly speakers to ensure accurate, in-depth information



Participation Requirements

- Each cohort limited to 20 participants
- Must reside full-time in Anacortes or Fidalgo Island
- Must be 16 years or older
- Residents will apply to participate



Future Steps

- First offered spring or summer of 2027
- Exact details are still being developed

Interested? Submit interest form at

anacorteswa.gov/aca



City Council Agenda Bill

August 17, 2026

Action Type: Contract Award

Item: 6.b.

Title: Contract Award: WTP Maintenance Storage Building Project - Design #C2026-0228

Staff Contact(s): Logan Lee

Approved for Submittal to Council by:

Logan Lee

Summary: City staff seeks City Council consent to award a contract in the amount of \$309,824.00 to HDR Engineering, Inc. to develop the design of the sitework components and a pre-engineered metal building (PEMB) foundation for the Anacortes Water Treatment Plant (WTP)'s Maintenance Storage Building Project.

History: The City's WTP was constructed in 2013 as a state-of-the-art facility and the available space within the new WTP has been utilized for parts storage and shop space, but there's currently no space on the site dedicated for maintenance and parts storage. The old WTP was demolished in 2023, and a new maintenance facility is planned to be constructed on the site. This facility will be a PEMB.

Key Terms:

- Contract is on a time and materials basis not-to-exceed \$309,824.00.
- The period of performance under this Agreement is through December 31, 2027.

Competitive Bidding: Per RCW 39.80, this engineering consultant was selected based on qualifications from the City's MRSC Consultant Roster to provide a proposal for this scope of work.

Budget Impact:

Consultant	HDR Engineering, Inc.
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Contract Amount	\$309,824.00
In CFP?	Yes
Funding Source	Rates/User Fees
Earmarked Funds	\$300,000.00
BARS #	401.730.594.34.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/2027

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract C2026-0228 with HDR Engineering, Inc. in the amount of \$309,824.00 to perform the design of the WTP Maintenance Storage Building Project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. C2026-0228
2. WTP Maintenance Building Presentation



AGREEMENT #C2026-0228
Between
THE CITY OF ANACORTES
AND
HDR ENGINEERING, INC.

WTP MAINTENANCE STORAGE BUILDING PROJECT – DESIGN

This Agreement, hereinafter referred to as “Agreement”, is made and entered into between the City of Anacortes, hereinafter referred to as the “City”, and HDR Engineering, Inc., hereinafter referred to as the “Consultant”.

WHEREAS the City requires the professional services of the Consultant;

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

1. **Scope of Work.** Under this Agreement, the Consultant shall develop the design of the sitework components and a pre-engineered metal building (PEMB) foundation for the Anacortes Water Treatment Plant (WTP)’s Maintenance Storage Building Project. Work is detailed in Exhibit A, which is attached hereto and incorporated by reference, and will be performed under the direction of Jeff Beltramini, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **\$309,824.00**. The billable rates for services provided shall be in accordance with Exhibit A.

3. **Period of Performance.** The period of performance under this Agreement is from inception to December 31, 2027.

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

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

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

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

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

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

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

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

9. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any modification or reuse of such materials for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to Consultant.

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

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

12. General and Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

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

21. Right to Terminate Agreement.

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

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

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

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

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

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

26. Disputes

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

B. Notice of Potential Claims: The Consultant shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Consultant has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth

the reasons for which the Consultant believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Consultant shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

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

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

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

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

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

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

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

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

CITY:

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

CONSULTANT:

HDR Engineering, Inc.
Olivia Williams
929 108th Ave NE, Suite 1300
Bellevue, WA 98004
olivia.williams@hdrinc.com

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

CITY OF ANACORTES

HDR ENGINEERING, INC.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Anacortes WTP Maintenance Facility Sitework

Scope of Services

July 2026



**555 110th Ave NE
Suite 1200
Bellevue, WA 98004-4361
(425) 450-6200**

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EXHIBIT A

SCOPE OF SERVICES

Background

The City of Anacortes' (City's) Water Treatment Plant (WTP) was constructed in 2013 as a state-of-the-art facility. The WTP occupies the site alongside the old, decommissioned treatment plant. The decommissioned plant, as well as available space within the new WTP, has been utilized for parts storage and shop space since the new WTP was brought on line. There is currently no space on the site dedicated for maintenance and parts storage. The old WTP was demolished in 2023, and a new maintenance facility has been programmed and is planned to be constructed on the site. This facility will be a pre-engineered metal building (PEMB).

The City has requested HDR Engineering, Inc. (HDR) to develop the design of the sitework components and PEMB foundation of the project.

Scope of Services

Task 100 Project Management

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

HDR Services

1. Prepare a Project Management Plan (Project Guide) outlining the project scope, team organization, schedule, and communications information.
2. Coordinate and manage the project team.
3. Prepare monthly status reports describing the following:
 - A. Services completed during the month
 - B. Services planned for the next month
 - C. Needs for additional information
 - D. Scope/schedule/budget issues
 - E. Schedule update and financial status summary
4. Prepare monthly invoices formatted in accordance with contract terms.
5. Project Manager will attend monthly virtual project management meetings with the client Project Manager to review project scope, schedule, and budget issues.

Client Responsibilities

1. Attend project management meetings.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The project duration will be 7 months.
2. One project management meeting will be held every month with 2 hours of project manager time required for each meeting preparation, attendance, follow-up, and notes.
3. Invoices will be HDR standard invoice format.

Deliverables

1. Monthly reports and invoices (e-mailed PDF file)

Task 200 Design Development

Objective

Develop a design of the sitework associated with the new maintenance facility.

HDR Services

1. Hold a project kickoff meeting onsite with City staff.
2. Prepare drawings to include the following.
 - Cover Sheet (1 sheet)
 - Legend and Notes (1 sheet)
 - Overall Site Plan (1 sheet)
 - Swept Path Details (2 sheets)
 - Paving and Grading Plans (1 sheet)
 - Typical Sections (1 sheet)
 - Storm Water Plan (1 sheet)
 - Storm Water Profiles (1 sheet)
 - Utility Plan (1 sheet)
 - Sewer Profiles (1 sheet)
 - Civil Notes & Details (2 to 3 sheet)
 - Foundation Design Plan (1 sheet)
 - Structural Notes and details (3 sheets)
 - Retaining Wall Plan and Profile (1 sheet)
 - Retaining Wall Sections (1 sheets)
 - Retaining Wall Details (1 sheets)
 - Electrical Site Plan (1 sheet)
 - T.E.S.C. Plan, Notes & Details (2 to 3 Sheets)
3. Prepare specifications for the project.

4. Prepare an opinion of probable construction cost (OPCC)

Client Responsibilities

1. Establish the size of PEMB to be provided (tentatively assumed to be 60 feet by 200 feet with a 16-foot eave height) in the first month after NTP.
2. Provide the design vehicles parameters and access considerations to be used in the site circulation and site layout development.
3. Provide input to HDR on preferences for openings in the PEMB and their locations as well as preferred finishes for the project.
4. Provide a listing of electrical loads to be accounted for in the electrical service sizing.
5. All permitting efforts associated with the project.
6. Identify termination point and configuration for all utilities.
7. Based on the draft design identify which project elements will be competitively bid to a General Contractor versus what elements will be performed by the City's own forces.
8. Review draft design and provide comments on the Draft submittal in 10 working days. Provide consolidated comments from all reviewers, and resolve conflicting comments.

Assumptions

1. Kickoff site visit will be 2 hours in duration with 4 hours budgeted each for up to three HDR attendees.
2. Design services related to the PEMB are limited to establishing the location and finished floor elevation of the building and the foundation design. PEMB design, including the superstructure and interior improvements (if any) are by others.
3. Site utilities will be extended up to or within the building footprint and be terminated in a manner dictated by the City.
4. HDR will not include project elements the City intends to self-perform in the OPCC for the project. Such project elements will be documented in the Draft design but removed from the Final design if the City choose to self perform.
5. A 2-hour in person comment resolution meeting will occur after Draft design comments are received and will be attended by up to three Consultant staff. 4 hours is budgeted for each attendee.
6. The Consultant will design per the latest (up to January 2026) standards available for the City of Anacortes, WSDOT, and AASHTO.
7. Consultant has no control over the construction industry or material prices. Cost estimates are based on engineering judgment and utilizing bids from similar projects in similar regions.
8. No environmental tasks are required for the retaining walls.
9. Fire hydrant flow test will be provided by others, if needed.
10. Sewer design will function by gravity and pump stations are not required.
11. Existing onsite septic tank and drain field has adequate capacity to accommodate the additional fixture flows from the PEMB, with no verification required by HDR.

12. The existing onsite lagoons have capacity for additional stormwater runoff from the PEMB and associated site area, and/or that stormwater will direct discharge to the river through the existing outfall system. A new detention facility will not be required.
13. Water quality treatment will be required for stormwater generated by new impervious surface areas prior to mixing with the downstream conveyance system.
14. Potholing and video inspection of existing utilities is not included.
15. Pre-existing design vehicle templates will be used for swept path analysis. No design vehicle creation will be required for the cad software.
16. The need for retaining wall will be analyzed through the Draft Submittal. The retaining wall designs will not advance to final design until authorized by the City.
17. Draft Submittal will not include retaining wall detail sheets, general note sheets, T.E.S.C plans, civil notes & detail sheets, storm water profiles, and sewer profiles.

Deliverables

1. Draft and Final Design Drawings.
2. Draft and Final Specifications
3. OPCC.

Task 300 Survey (Subconsultant)

Objective

Document existing conditions of the site with a utility and topographic survey.

HDR Services

1. Review draft survey.

Subconsultant Services

1. Establish survey control.
2. Retain a third party utility locator.
3. Conduct utility and topographic survey to include the following:
 - A. 1' existing contours
 - B. Driveways, buildings, tanks, retaining walls, fences and similar.
 - C. Surface and sub-surface utilities (surface structures and measure-downs as applicable, private utilities that have been located)
 - D. Supplement with record drawings.

Client Responsibilities

1. Facilitate access to the site for the surveyor.
2. Provide record drawings of the site.

Assumptions

1. No boundary survey included. Topographic survey will be conducted on City property only.
2. Working hours will be from 7 am to 5 pm.
3. NAD 83 and NAVD 88 datums.

Deliverables

1. Project basemap (survey) emailed in PDF form.

Task 400 Geotechnical (Subconsultant)**Objective**

Perform geotechnical explorations to characterize the proposed maintenance facility foundation soils and provide geotechnical design recommendations to support the design.

HDR Services

1. Review draft geotechnical report.

Subconsultant Services

1. Review existing subsurface data and develop an exploration and testing plan for review and approval by the City.
2. Mark exploration locations, request utility locates, perform explorations and testing, and develop exploration logs.
3. Characterize the subsurface conditions by use of two cone penetrometer tests (CPT) and develop up to two subsurface profiles.
4. Perform geotechnical engineering analyses to calculate the following:
 - A. Seismic design ground motions
 - B. Potential and related settlement, the lateral spreading index, and allowable vertical bearing pressures for shallow foundations
5. Prepare a Geotechnical Engineering Report presenting geotechnical recommendations for the proposed structure related to seismic design, shallow foundations, and backfill placement and compaction.
6. Prepare a Geotechnical Data Report that presents existing and Project boring logs, groundwater data, and geotechnical laboratory data.

Client Responsibilities

1. Facilitate access to the site for the geotechnical engineer.

Assumptions

1. The structures will be supported on shallow foundations.
2. Soil and groundwater contamination will not be encountered.

3. The explorations will consist of single day for CPTs, which is anticipated to consist of one seismic CPT to a depth of 100 feet and at least one non-seismic CPT at the site.
4. The CPTs will be performed outside the footprint of the former sedimentation basin to avoid encountering the old slab and concrete rubble backfill.
5. The CPT sites can be accessed with a truck-mounted CPT rig.
6. Subconsultant will mark the CPT locations and request the utility locate. The utility locate will be performed by others. Vacuum excavation to clear for utilities is not included.
7. The fundamental period of the building (T) will be less than 0.5 second and SSRA will not be required.
8. Review and development of plans and specifications are not included.
9. The Geotechnical Data Report will include Project specific exploration logs and available relevant explorations logs from borings completed for adjacent projects on the site.

Deliverables

1. Draft and Final Geotechnical Report emailed in PDF form.
2. Final Geotechnical Data Report.

Task 500 Bid Support Services

Objective

Support the City during the bidding phase of the project.

HDR Services

1. Receive and respond to bidder's questions.
2. Produce Bid Addenda
3. Participate in pre-bid conference, if any.
4. Review submitted bids and prepare a memo documenting the review.

Client Responsibilities

1. Advertise the Bid.
2. Post bid addenda as required.
3. Participate in Pre-bid conference.
4. Issue notice of award to selected bidder.

Assumptions

1. A total of 40 hours is budgeted to support bidders questions.
2. Two bid addenda are assuming with 20 hours total budgeted for preparation.
3. The prebid will be attended by two HDR staff with 4 hours each budgeted for attendance.
4. A total of 8 hours has been budgeted for bid review.

Deliverables

1. Responses to bidder's questions, emailed to bidders and document in addenda.
2. Bid Addenda, provide to the City in Word format.
3. Bid review memo, emailed in PDF format.

Schedule

Schedule assumes notice to proceed on September 3rd, 2026. Draft Design will be submitted with OPCC by November 1, 2026. Final Design will be submitted by March 31, 2027.

Fee

The total budget included in this budget is \$309,824. The table below is a summary of the fee for this project broken down by task. Expenses and subconsultants will be billed at a 5% markup.

Task #	Task Description	Total Labor	Total Expenses	Total Subconsultants	Total Fee
1	Project Management	\$28,668	\$0	\$0	\$28,668
2	Design Development	\$180,878	\$152	\$0	\$181,030
3	Survey	\$2,385	\$0	\$16,592	\$18,977
4	Geotech	\$2,385	\$0	\$56,143	\$58,528
5	Bid Support Services	\$22,621	\$0	\$0	\$22,621
Total		\$236,937	\$152	\$72,735	\$309,824

LABOR ESTIMATE, HDR ENGINEERING STAFF

City of Anacortes: Anacortes WTP Maintenance Facility

HDR Contract Title / Project Role Billing Rate HDR Job Title		Packard, Kenneth H	Bromberg, Kevin Matthew	Starr, Jason L	Jumpawong, Kangval (Ken)	Joseph Anna, Stephin	Mendez, Aaron Matias	Johnson, Lawrence S (Scott)	Vo, John-Viet T	Parenteau, Trevor Michael	Gonia, Robert Alexander (Rob)	Cockbain, Nathaniel Anthony (Nate)	Becker, Jeffrey T (Jeff)	Gonzalez-Flores, Luis Manuel	Morgan, Daniel	McIntosh, Travis Scott	Rastogi, Astha	Honkawa, Max M	Total Labor Hours	Total Labor Dollars
		Project Manager	Project Accountant	Deputy PM	Retaining Wall Lead	Retaining Wall Support	Site Circulation	QA/QC	Retaining Wall QA/QC	Retaining Wall and Site CADD	Site Civil Lead	Site Civil EIT	Site Civil QC	Electrical Engineer	Washington Area Safety Manager	Structural Lead	Structural Support	Structural CADD		
		305.38	127.78	290.88	307.17	153.18	143.68	358.75	309.82	138.91	232.03	147.14	295.87	195.36	228.03	291.20	179.90	184.64		
		Drinking Water Market Sector Leader	Project Accountant 1	Transportation Project Manager	Senior Bridge Engineer	Bridge EIT	Transportation EIT	WA Area Highways & Roads Market Sector Leader	Senior Bridge Engineer	CADD Technician	Not on list	Site Civil EIT	Civil Section Manager	Electrical Engineer	Washington Area Safety Manager	Not on list	Structural Technical Specialist	Not on list		
1	Project Management	42	16	36	0	0	0	8	0	0	0	0	0	0	2	0	0	0	104	\$ 28,668.18
	Project Setup	2	2																4	\$ 866.32
	Project Mgmt Plan / Quality Mgmt Plan / HASP	2	2																4	\$ 866.32
	Coordination and Monitoring	24	2	24															50	\$ 14,565.80
	Invoicing / Status Reporting / EV / WorkPlan	8	8	8															24	\$ 5,792.32
	Subconsultant Management	4		4											2				10	\$ 2,841.10
	Project Closeout	2	2																4	\$ 866.32
	Management Review Placeholder							8											8	\$ 2,870.00
2	Design Development	8	0	32	49	96	62	10	24	146	54	76	10	44	0	50	110	160	931	\$ 180,878.21
	Draft Design																		0	\$ -
	Retaining Wall 1																		0	\$ -
	Wall Plan Development				3	8			8	40									59	\$ 10,181.91
	Swept Path Analysis			4			12	1		4									21	\$ 3,802.07
	Pavement Design			4			8	1		4									17	\$ 3,227.35
	Draft Preliminary Design			6	4		32	4	4	32	30	60	8	40					220	\$ 40,661.78
	Draft OPCC			4	4	8	4	1	2										23	\$ 5,170.75
	Stormwater Memo										20	16	2						38	\$ 7,586.58
	Site Visit	4		4							4								12	\$ 3,313.16
	Review Meeting	4		4										4					12	\$ 3,166.48
	Final Design																		0	\$ -
	Retaining Wall 1 Plans				18	60			4	60									142	\$ 24,293.74
	Final Design			2	4		4	1	2	6									19	\$ 4,197.01
	Final OPCC			2	6	8	2	1	2										21	\$ 4,915.97
	Final Specifications			2	10	12		1	2										27	\$ 6,470.01
	PEMB Design (Foundation)															50	110	160	320	\$ 63,891.40
3	Survey	4	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$ 2,385.04
	Review Survey	4		4															8	\$ 2,385.04
	Subtask																		0	\$ -
4	Geotech	4	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$ 2,385.04
	Review Geotech Report	4		4															8	\$ 2,385.04
	Subtask																		0	\$ -
5	Bid Support Services	22	0	32	0	0	0	0	0	0	20	0	0	10	0	0	0	0	84	\$ 22,620.72
	Bidders Questions	10		10							10			10					40	\$ 10,236.50
	Addenda			10							10								20	\$ 5,229.10
	Pre Bid	4		4															8	\$ 2,385.04
	Bid Review	8		8															16	\$ 4,770.08
	Subtask																		0	\$ -
Task Total Hours		80.00	16.00	108.00	49.00	96.00	62.00	18.00	24.00	146.00	74.00	76.00	10.00	54.00	2.00	50.00	110.00	160.00	1135.00	
Task Total Fee		\$ 24,430.40	\$ 2,044.48	\$ 31,415.04	\$ 15,051.33	\$ 14,705.28	\$ 8,908.16	\$ 6,457.50	\$ 7,435.68	\$ 20,280.86	\$ 17,170.22	\$ 11,182.64	\$ 2,958.70	\$ 10,549.44	\$ 456.06	\$ 14,560.00	\$ 19,789.00	\$ 29,542.40		\$ 236,937.19

EXPENSES

City of Anacortes: Anacortes WTP Maintenance Facility

		Mileage/mile (2026) IRS		Total ODC	ODC Markup	Total ODC + Markup
		Travel				
OTHER DIRECT COSTS		Each				
Unit Cost		\$0.725			5.00%	
2	Design Development					
	Quantity	200				
	Task Total	\$145.00		\$145.00	\$7.25	\$152.25

Total ODC	\$	145.00		\$	145.00	\$	7.25	\$	152.25
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*All mileage will be billed at the current IRS mileage rate

SUBCONSULTANTS

City of Anacortes: Anacortes WTP Maintenance Facility

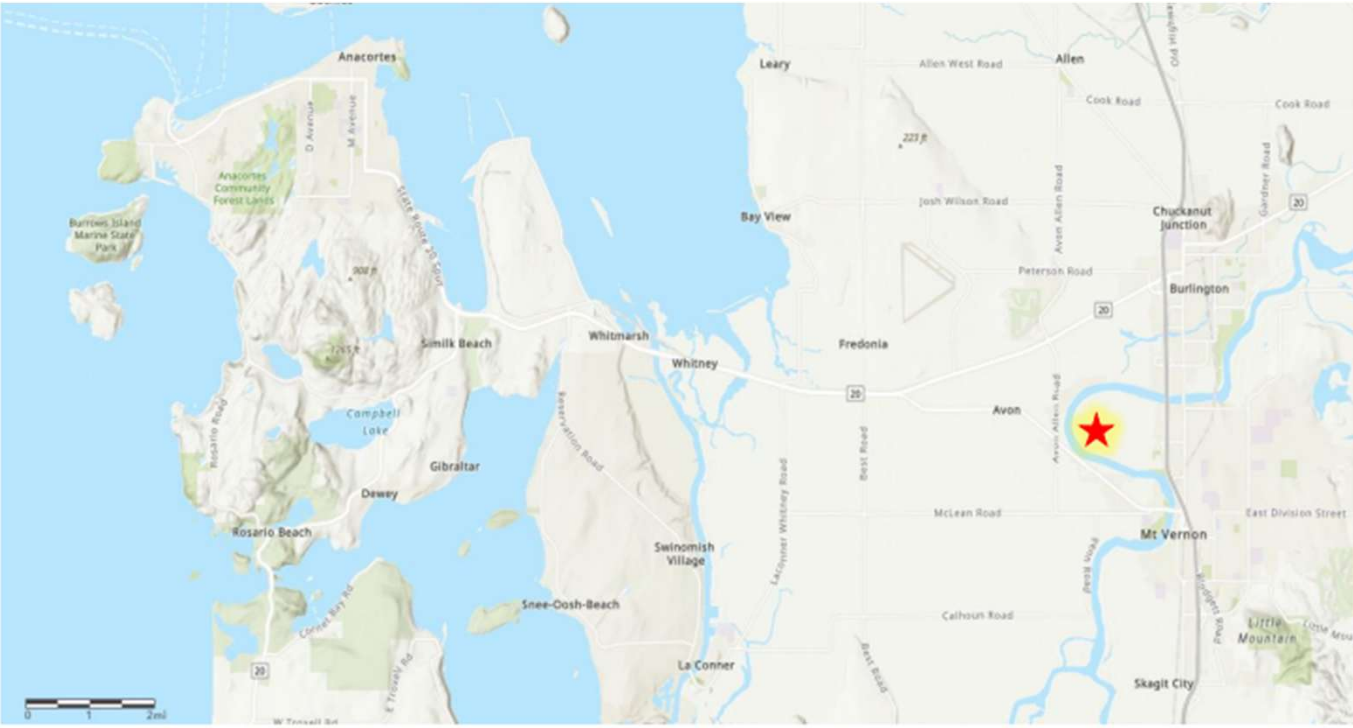
HDR		PSE	S&W	Total Subconsultants	Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS					5.00%	
3	Survey					
	Task Total	\$15,802.00	\$0.00	\$15,802.00	\$790.10	\$16,592.10
4	Geotech					
	Task Total	\$0.00	\$53,469.50	\$53,469.50	\$2,673.48	\$56,142.98
Total Subconsultants		\$ 15,802.00	\$ 53,469.50	\$ 69,271.50	\$ 3,463.58	\$ 72,735.08



WTP Maintenance Building

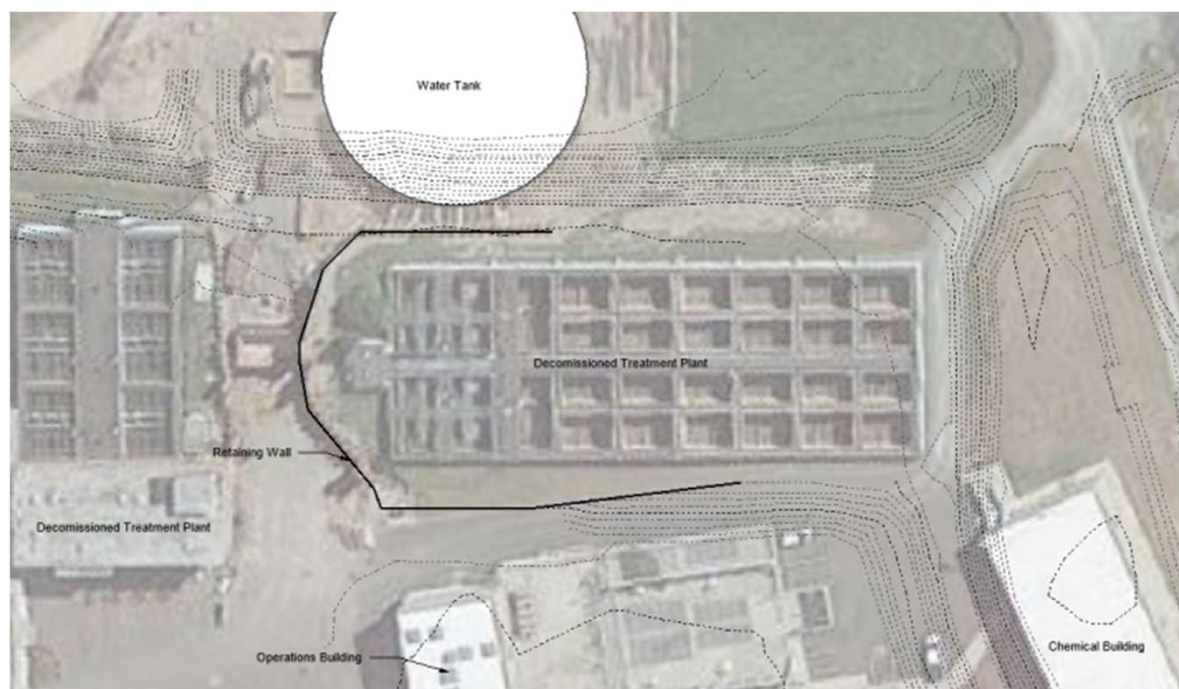


Site Location





Existing Site



- The new maintenance building will be constructed in the area where the old sediment basin was demolished.
- The building will be a pre-engineered metal building constructed at 45' elevation, equal to the process plant and above the 100-year flood plain.



Justification

- The new maintenance building is needed to house inventory, tools and equipment that was currently stored in the old processing plant and oil shed
- These items are scattered throughout the compound in various buildings making tasks time consuming and inefficient.
- Staff does not have a dedicated area to work on pumps, motors, actuators or other instruments to maintain the high-level infrastructure in the plant.

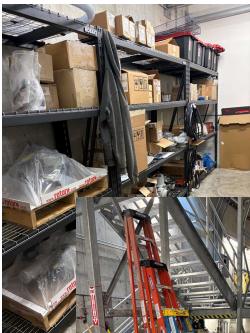
Current conditions



Equipment Shed



Chem Building



Pipe Gallery

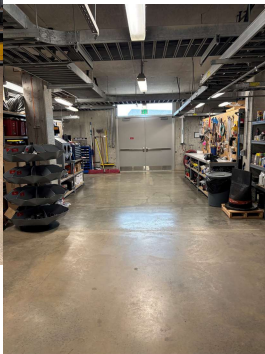


Electrical Room

5



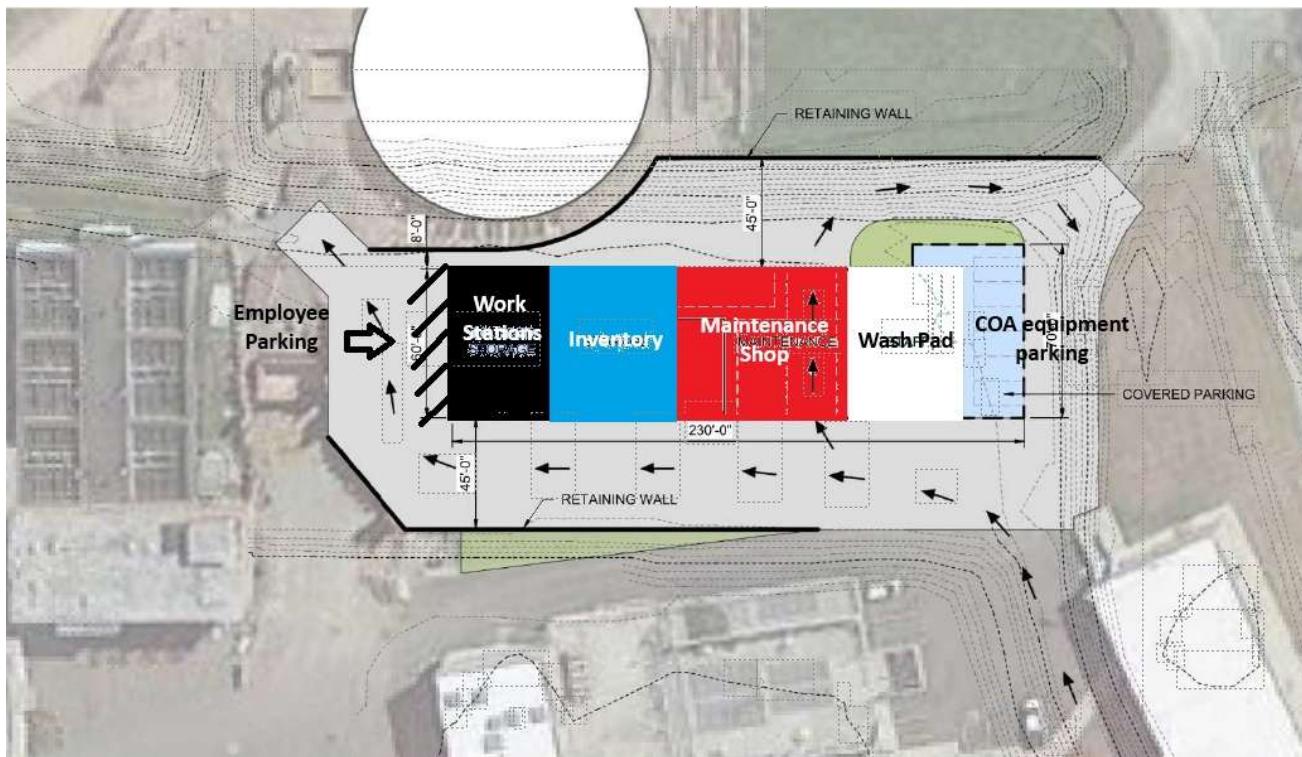
HSPS



Oil Shed



New Building Idea



- Basic Idea of the layout
- Building Will include
 - Bathroom
 - Kitchenet
 - Safety shower
 - Workspaces for Maintenance staff
 - Wash pad for cleaning vehicles