



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

August 13, 2018
6:00 p.m.

PRELIMINARY AGENDA

[Packet Materials](#)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Skagit County Law & Justice Council
 - b. Planning Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of August 6, 2018
 - b. Approval of Claims in the amount of: \$347,238.01
 - c. Contract Award: Chlorine Conversion Project - Chemical Metering and Transfer Pumps 18-036-WTR-003
 - d. Contract Award: Phase 3 Fiber Materials 14-056-IDS-009
 - e. Interlocal #232 with NoaNet Modification 03: Fiber Optics Project
6. **Public Hearings**
7. **Other Business**
 - a. Honor Retired Fire Chief Richard Curtis
8. **Adjournment**

Per Resolution 1949, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.*

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning August 20, 2018

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

August 20, 2018

- Contract Awards: Treatment Plant Chemicals 18-118-IDS
- Contract Award: WTP Chlorine System Conversion Project - Construction 18-036-WTR-004 (Action)

August 27, 2018

- Ordinance 3027: Extending a Moratorium on Processing Applications for Wireless Facilities and Telecommunications Franchises (Action)
- Memorandum of Understanding with Anancortes School District #103: Community Center (Discussion/Possible Action)

September 4, 2018

September 10, 2018

September 17, 2018

September 24, 2018

October 1, 2018

October 8, 2018

- Public Hearing on Budgeted Revenue Sources, including 1% Property Tax Increase (Discussion)

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Aug 13, 2018, 5:00 PM, Main Conference Room, City Hall
- Parks & Recreation, Thursday, Aug 16, 2018, 6:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Aug 20, 2018, 5:00 PM, Public Works Director's Office, City Hall
- Finance, Wednesday, Aug 22, 2018, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Aug 27, 2018, 5:00 PM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Sep 4, 2018, 8:30 AM, Port of Anacortes
- Public Works, Tuesday, Sep 4, 2018, 5:00 PM, Public Works Director's Office, City Hall

August 13, 2018
6:00 p.m.

Continue on back of sheet as needed

City Council Minutes – August 6, 2018

At 6:00 p.m. Mayor Pro Tem Matt Miller called to order the regular Anacortes City Council meeting of August 6, 2018. Councilmembers Eric Johnson, Anthony Young, Brad Adams, Bruce McDougall and Matt Miller were present. Councilmembers Ryan Walters and Liz Lovett were absent. The assembly joined in the Pledge of Allegiance.

Mr. Adams moved, seconded by Mr. Young, to excuse the absence of Ms. Lovelett. The motion carried unanimously by voice vote.

Announcements and Committee Reports

Finance Committee: Mr. McDougall reported from the committee meeting the prior week. He advised that the group discussed with Director of Administrative Services Emily Schuh offering health care benefits to councilmembers. He said that at least three councilmembers would have to apply for benefits and maintain coverage in order for any councilmember to be covered, and that premiums would be paid at 100% for councilmembers but no benefits would be extended to their spouses or dependents. Mr. McDougall added that the topic would also be addressed by the Personnel Committee and that a recommendation would then be offered as to possibly codifying city policy on this topic. Mr. Johnson added that the committee had consulted the City of Bellingham municipal code as an example.

Mr. Young reported from his recent attendance at an Association of Washington Cities budget and finance class in Tukwila, including discussion of Amazon purchases by municipalities.

Housing Affordability and Community Services Committee: Mr. Johnson reported from the committee meeting the prior Thursday. He said the group discussed human services as infrastructure and developing a strategic policy for such services. Mr. Johnson shared data from the City of Redmond's human services budget and strategic plan and said the committee had embarked on a long term project to further investigate this topic. Mr. Johnson also reported on the committee's ongoing effort to create a community resource office to coordinate human services regionally. He advised that the Anacortes Family Center had offered space for such an office and that conversation was ongoing on coordinating the estimated \$60K annual funding needed to staff the center, including grant and multiple agency funding. Mr. Johnson added that the group had also discussed a model for transitional homeless sheltering and said more details would follow in the future.

Public Works Committee: Mr. Adams reported from the committee meeting earlier in the evening. He said that the topics discussed with staff included the change order that would be presented as agenda Item 5h later in the evening, the change order for repurposing crushed asphalt from the M Avenue paving project to resurface the upper parking lot at Washington Park, the ongoing feasibility study regarding the possibility of Anacortes taking over water service to south Fidalgo Island from Skagit PUD, the sewer rate study being performed by a consultant relating to sewer capital projects, the 32nd Street and D Avenue roundabout construction that would begin the following week and would entirely close that intersection for up to 20 days in order to achieve maximum efficiency of performing the work, and the Public Works budget including new staff positions that might be requested.

Mr. McDougall reported from the ad hoc fiber committee. He advised that he, Mr. Walters and Mr. Miller had been meeting with staff every Friday for several weeks to review and develop a fiber optic network business plan. Mr. McDougall said the committee was drawing close to a recommended direction and was targeting a presentation of the plan to full City Council at its August 27, 2018 regular meeting.

Mr. Miller announced National Night Out at Storvik Park from 6 p.m. to 8 p.m. on August 7, 2018.

Public Comment

No one present wished to address Council on any topic not already on the agenda.

Consent Agenda

Mr. McDougall removed Item 5f, Grant Agreement with Skagit County Sheriff's Office: OPSG Program, from the Consent Agenda. Mr. Adams moved, seconded by Mr. Johnson, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of July 23, 2018
- b. Approval of Claims in the amount of: \$392,464.73
- c. Street Fair Application: Oyster Run 2018
- d. Contract Modification: March Point Road Shoulder Widening Project 15-006-TRN-002
- e. Interlocal Agreement 267 with Skagit County: AFD Training Hub
- g. Contract Award: Chlorine Conversion Project – Tanks 18-036-WTR-002
- h. Contract Modification: 2018 Asphalt Overlay Project 18-001-TRN-003

The following vouchers/checks were approved for payment:

EFT numbers: 90073 through 90131, total \$224,391.59

Check numbers: 90071 through 90072 and 90132 through 90203, total \$222,024.87

Wire transfer numbers: 235104 through 236210, total \$2,535.99

- f. Grant Agreement with Skagit County Sheriff's Office: OPSG Program

Mr. McDougall asked Police Captain Dave Floyd for more details on the grant of FEMA/Homeland Security funding to enhance border security through operational overtime and equipment purchases. Captain Floyd explained that the federal funding had been awarded to the Washington State Military Department and to Skagit County as a sub-recipient, with Anacortes serving as a friendly force with Skagit County. He said the funding awarded to Anacortes would be used to purchase optics equipment and cover overtime expense for Anacortes officers to serve as extra eyes in the field looking for smuggling, narcotics, and human trafficking across the border with Canada. He confirmed for councilmembers that the grant would not involve immigration enforcement and that the hourly reimbursement rate would cover the full burdened labor cost for the officers. Mr. McDougall moved, seconded by Mr. Young, to approve Consent Agenda Item 5f, Grant Agreement with Skagit County Sheriff's Office: OPSG Program. The motion carried unanimously by voice vote.

OTHER BUSINESS

Update on Permits for ACFL Drainage and Maintenance Projects

Park Operations & Forestlands Manager Jonn Lunsford updated Council on Little Cranberry Lake beaver habitat management. Mr. Lunsford's slides were added to the packet materials for the meeting. He advised that the topic had been discussed at public Forest Advisory Board meetings since February and more recently at the Parks Committee as well as with Washington Department of Fish and Wildlife (WDFW) and Department of Ecology (DOE) staff. Mr. Lunsford described the process of obtaining Hydraulic Project Approval from WDFW to perform maintenance of bridges and drainage intakes/outfalls surrounding Little Cranberry Lake in the ACFL in order to enhance wildlife habitat, protect adjoining private property and reduce human/wildlife conflict. He displayed maps and photographs illustrating the nature of the work planned to replace or repair drainage structures and associated mitigation. In response to questions from Mr. Adams, Mr. Lunsford explained that the HPA was being sought because the maintenance would be performed in water and in wildlife habitat. He reported that prior Forest Advisory Board discussion of the topic had focused on providing flood protection to

neighboring properties in order to discourage homeowners from harming beavers while still protecting healthy beaver habitat. Mr. Lunsford added that WDFW biologist Cole Caldwell said the ACFL had perfect habitat and was doing a nice job managing it. He said the ACFL beaver population appeared to be healthy and increasingly active. Mr. Young asked if local environmental groups had expressed concerns about the habitat management. Mr. Lunsford advised that the public had been encouraged to express reservations and questions at both the Forest Advisory Board meetings and the present Council meeting.

Mayor Pro Tem Miller invited members of the audience to comment on this agenda item.

Martha Hall, 2617 16th Street, said she had been following this issue at the Forest Advisory Board for several months and that many parts of the proposal were good. She appreciated the additional level of detail presented at this meeting and in the packet materials. Ms. Hall said she supported the city for obtaining permits and going through the required SEPA process before undertaking the work. She also supported hiring ATSI and Jim Wiggins to provide additional scientific information and supported the mitigation and restoration measures proposed. Ms. Hall then read from prepared remarks describing the extensive and complicated drainage system in the Cranberry Lake area and its role in maintaining the habitat and recreational value of the ACFL. She urged additional data collection and analysis beyond that included in the ATSI contract including the impacts of climate change and long term sustainability of the area. Ms. Hall questioned why the ACFL Comprehensive Plan was not being updated as part of the Parks Comprehensive Plan. She said that minimizing habitat impact requires limiting trails in shorelines, wetlands and wetland buffers and said that many trails in the ACFL are not in compliance with the Shoreline Master Program, the city's Critical Areas Ordinance, or best available science. Ms. Hall understood the city's desire to protect private homes built near the 32nd Street swamp but urged public education about the resulting drainage projects to help prevent future development that could suffer the same impacts. She questioned whether the timetable to perform the work in the 2018 season was doable, urging that the city and the public both take time to thoughtfully and thoroughly evaluate the information provided by ATSI and the state agencies. Ms. Hall noted that she had commented on the city's Critical Areas Ordinance update in 2017 regarding study of the water level in this area, which demonstrated her long term interest and involvement in these issues.

There being no further business, at approximately 6:45 p.m. the Anacortes City Council meeting of August 6, 2018 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 13, 2018 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
236234	4/30/2018	10026442	MORTIMER, NICOLE	REFUND CANCELLED ART CAMP REGISTRATION	\$90.00
234873	6/19/2018	2310179837	DIGICERT, INC	GEO TRUST TRUE BUSINESS ID WILDCARD 2 - YEAR	\$704.17
234799	6/25/2018	B01209/1	ACE HARDWARE	ACETONE, WIRE BRUSH, PUTTY KNIFE, SILICONE	\$76.09
234839	6/25/2018	00000001	BC ACCOUNTING	NOTARY	\$10.00
234838	6/25/2018	0003	FIDALGO POOL & FITNESS CENTER	POOL RENTAL & WATER SAFETY CLASS (2 NIGHTS)	\$100.00
234801	6/25/2018	B65810/2	H.B. JAEGER	BIKE PATH MATERIALS- ENGINEERING	\$497.17
236515	6/25/2018	0991725	HONEY BUCKET	PORTABLE TOILET RENTAL @ MT. ERIE PARK	\$119.50
234840	6/25/2018	593 7 57 5587	SAFEWAY INC	ICE FOR THE LAB, TIN FOIL AND LYSOL	\$87.65
234844	6/25/2018	593 51 70 8851	SAFEWAY INC	SURVIVOR CAMP SUPPLIES	\$27.46
234798	6/25/2018	C52795	SEBO'S DO-IT CENTER	TAPE- STREET DEPT	\$31.65
234800	6/25/2018	3/30021	US BANK	RESTAURANTS-TWIN PEAKS - MEAL NEMETH / CHRISTENSEN	\$30.77
234841	6/25/2018	1568892	WOOD'S LOGGING SUPPLY, INC	NEW SMALL EQUIPMENT- PARKS #11-972	\$497.25
234899	6/26/2018	TP34086	3M COMPANY	SIGN MATERIALS	\$532.19
234845	6/26/2018	B02258/1	ACE HARDWARE	BARK IN THE PARK & CAMP SUPPLIES	\$82.15
234848	6/26/2018	111-0816942-5897001	AMAZON.COM SERVICES, INC	GASKET MATERIAL	\$30.36
234907	6/26/2018	774134	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES FACILITIES	\$230.82
234842	6/26/2018	B65923/2	H.B. JAEGER	GATE VALVE- FIBER	\$191.39
234843	6/26/2018	I17140/1	H.B. JAEGER	DRILL BIT- FIBER	\$316.65
234847	6/26/2018	C53301	SEBO'S DO-IT CENTER	RED PLASTIC TAPE	\$5.84
234908	6/26/2018	10027	US BANK	TRAVEL MEAL / NEMETH & CHRISTENSEN	\$27.23
234909	6/26/2018	146311/1	US BANK	TRAVEL MEAL FOR NEMETH & CHRISTENSEN	\$30.32
234903	6/26/2018	7946	WEST MARINE PRODUCTS, INC	OAR FOR AFL SAILBOAT	\$45.55
234901	6/27/2018	114-0654578-0711449	AMAZON.COM SERVICES, INC	NETWORK REPAIR KITS	\$75.96
234923	6/27/2018	8563 02 41364	HOME DEPOT	SHELVING FOR FIDALGO CENTER	\$97.80
234900	6/27/2018	38135117	LOWE'S BUSINESS ACCOUNT/GEMB	WORKBENCH FOR NEW SERVER ROOM	\$253.36
234911	6/27/2018	USD308199	PIKTOCHART	MONTHLY SUBSCRIPTION	\$29.00
234906	6/27/2018	72095	PORT OF ANACORTES	FUEL DOCK PURCHASE	\$21.81
234904	6/27/2018	C53762	SEBO'S DO-IT CENTER	SAW BLADE	\$27.62
234905	6/27/2018	C53765	SEBO'S DO-IT CENTER	CHAIN LOOP- #15-910	\$47.96
234846	6/27/2018	2441299 M	STRYKER SALES CORPORATION	UPGRADE KITS FOR TWO OLDER COTS	\$5,655.06
234910	6/27/2018	AAAQ8851	THE LIGHT BRIGADE, INC.	TRAINING WORKSHOP NEMETH/CHRISTENSEN	\$1,710.00

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
234927	6/27/2018	10034	US BANK	TRAVEL MEAL - NEMETH / CHRISTENSEN	\$24.06
234902	6/28/2018	114-8304213-8562608	AMAZON.COM SERVICES, INC	IT ITEMS	\$222.54
234922	6/28/2018	113-6927406-7193046	AMAZON.COM SERVICES, INC	INTEROFFICE BLUE ENVELOPES	\$48.78
234924	6/28/2018	113-6267384-8209857	AMAZON.COM SERVICES, INC	HOLE PLUGS- VEH #010	\$48.70
234925	6/28/2018	113-5353913-1848241	AMAZON.COM SERVICES, INC	PART- VEH #838	\$43.35
235037	6/28/2018	774420	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$10.67
235023	6/28/2018	31716348	FOLDINGCHAIRSANDTABLES.COM	REPLACEMENT CHAIR GLIDES	\$235.00
235020	6/28/2018	18-2987	INNOVA DISC GOLF	DISC GOLF SUPPLIES	\$430.30
234926	6/28/2018	S012038594.002	KELLER SUPPLY COMPANY	PLUMBING SUPPLIES- OPS REMODEL PHASE 2	\$602.12
234928	6/28/2018	72160	PORT OF ANACORTES	FUEL- VEH #202	\$42.27
234921	6/28/2018	C54269	SEBO'S DO-IT CENTER	RAKES	\$26.02
234929	6/28/2018	C54253	SEBO'S DO-IT CENTER	BATTERIES / MEASURING TAPE	\$14.57
235032	6/28/2018	00000002	VILLAGE PIZZA	SUPPLIES - TRAINING CLASS	\$13.02
235498	6/29/2018	113-5841139-5718608	AMAZON.COM SERVICES, INC	PARTS FOR #426 - RULAND SP38F TWO PIECE	\$138.44
235017	6/29/2018	fclin18688	EBAY OR PAYPAL	WIRELESS KEYBOARD	\$139.98
235027	6/29/2018	15376	FIRST OUT RESCUE EQUIPMENT	3 28"REPLACEMENT EXTENSION LADDERS	\$3,073.00
235036	6/29/2018	B66089/2	H.B. JAEGER	SUPPLIES- BIKE PATH	\$918.57
235016	6/29/2018	166161	HOLIDAY INN (ALL)	LODGING FOR AWC SPRING CONF	\$142.11
235028	6/29/2018	169160	HOLIDAY INN (ALL)	LODGING AWC CONF - L LOVELETT	\$284.22
235018	6/29/2018	1200990866	NEWEGG BUSINESS, INC.	LED-LCD TV	\$719.66
235019	6/29/2018	1301415734	NEWEGG BUSINESS, INC.	WIRELESS HD CONNECTION KIT	\$216.99
235024	6/29/2018	C55057	SEBO'S DO-IT CENTER	STEEL RING/SNAPS/LAP LINK	\$14.73
235031	6/30/2018	26820013501	BARNES & NOBLE	YS BOOKS	\$84.74
236446	6/30/2018	18-26989	EDGE ANALYTICAL, INC	BLUE HERON STATION FLUORIDE ANALYSIS	\$24.00
235033	6/30/2018	9623305	FIDALGO BAY XPRESS	PROPANE	\$12.23
235022	6/30/2018	USG1234410	TEKTRONIX	THERMISTOR THERMOMETER	\$127.72
235029	6/30/2018	00009934	US BANK	FERRY PARKING- SISTER CITY CELEBRATION	\$24.00
235030	6/30/2018	35592433	WASHINGTON STATE FERRIES	FERRY FROM ANACORTES TO SIDNEY FOR SISTER CITY CELEBRATION	\$9.85
235034	7/1/2018	478749821 July	THRIVE FITNESS	2 MEMBERSHIPS - JULY	\$43.30
235035	7/1/2018	478749822 July	THRIVE FITNESS	VOLUNTEER MEMBERSHIP - JULY	\$21.65
235083	7/1/2018	403	US BANK	HOTEL-THE SIDNEY PIER HOTEL	\$397.01
235486	7/2/2018	B06260/1	ACE HARDWARE	HOOK PEG DBL START 6"	\$26.31
235025	7/2/2018	111-9806405-6677044	AMAZON.COM SERVICES, INC	GLASS STRAPS, MARKERS, SQUEEGEE	\$58.84

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
235497	7/2/2018	114-7753504-3257021	AMAZON.COM SERVICES, INC	BREAKROOM SUPPLIES	\$43.92
235091	7/2/2018	774724	BAYSHORE OFFICE PRODUCTS INC	FOAM CORE FOR PARADE JUDGING	\$55.94
235965	7/2/2018	1054071	FASTENAL COMPANY	GRINDER CORD	\$6.84
235496	7/2/2018	D30903	FRONTIER BUILDING SUPPLY	TEMPERED PEGBOARD	\$25.16
235505	7/2/2018	B66268/2	H.B. JAEGER	3" X 3" BRASS NIPPLE	\$138.88
235954	7/2/2018	0187271-IN	NURNBERG SCIENTIFIC	MFC BROTH, FILTERS AND HYDROCHLORIC ACID	\$786.97
235491	7/2/2018	72547	PORT OF ANACORTES	FUEL FOR SMALL EQUIPMENT	\$69.06
235976	7/2/2018	72567	PORT OF ANACORTES	FUEL	\$28.30
235088	7/2/2018	593 4 72 1689	SAFEWAY INC	SURVIVOR CAMP SUPPLIES	\$45.65
235974	7/2/2018	C56655	SEBO'S DO-IT CENTER	PAINT, RUBBING ALCOHOL - TRASH CANS	\$16.76
235078	7/2/2018	I-180702-18	SOUND CEDAR CO	REPLACEMENT BENCH MATERIALS	\$666.22
235084	7/2/2018	307762219	WASHINGTON STATE FERRIES	FERRY- SIDNEY TO ANACORTES SISTER CITY CELEBRATION	\$9.85
235077	7/3/2018	B07105/1	ACE HARDWARE	EDGER BLADE	\$11.71
235129	7/3/2018	045191	ADRIFT	DINNER- ADRIFT RESTAURANT SISTER CITY CELEBRATION	\$173.10
235079	7/3/2018	111-2720111-9213806	AMAZON.COM SERVICES, INC	DETERGENT FOR SCBA MASK CLEANING	\$63.95
235080	7/3/2018	111-2048121-0640233	AMAZON.COM SERVICES, INC	ANCHOR FOR WTP BOAT	\$46.06
235081	7/3/2018	114-2374984-9743462	AMAZON.COM SERVICES, INC	BATTERY WITH CHARGER AND ZIP-TIES	\$50.32
235082	7/3/2018	114-2377984-9743462	AMAZON.COM SERVICES, INC	INVESTIGATION SUPPLIES	\$163.19
235085	7/3/2018	113-4366878-3214613	AMAZON.COM SERVICES, INC	BRAKE PAD SET FOR STOCK	\$89.19
236021	7/3/2018	114-5612124-1446634	AMAZON.COM SERVICES, INC	PAPER TOWELS	\$118.66
235978	7/3/2018	3484452	DULTMEIER SALES DAVENPORT, INC	OPERATING SUPPLIES - WA PARK	\$301.85
235089	7/3/2018	5LW2080157417601 R	EBAY OR PAYPAL	BLUELINE LODD CLASS FOR RUSTY VAN DEUSSEN	\$399.00
235075	7/3/2018	D31344	FRONTIER BUILDING SUPPLY	2X6'S, 2X8'S OPS REMODEL	\$373.26
235130	7/3/2018	92	PARTY CITY	REPLACEMENT BUNTING FOR 4TH PARADE	\$27.88
235131	7/3/2018	96	PARTY CITY	CANDY FOR 4TH PARADE	\$45.96
235502	7/3/2018	72615	PORT OF ANACORTES	FUEL- #90015	\$32.65
235093	7/3/2018	819214	RITE AID	PARADE EXPENSES	\$41.35
235132	7/3/2018	29001202950	SAFEWAY INC	PARADE EXPENSES	\$57.27
235090	7/3/2018	C57643	SEBO'S DO-IT CENTER	DROP CLOTH FOR YS	\$27.11
235092	7/3/2018	2175	SIGNDOG NW	FIREWORK BANNER	\$81.38
235128	7/3/2018	I-180703-16	SOUND CEDAR CO	CLEAR CEDAR FOR BENCHES	\$74.35

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
235086	7/4/2018	113-4794529-8891464	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$48.50
235087	7/4/2018	113-7486445-9397062	AMAZON.COM SERVICES, INC	PEG BOARD HOOKS / ORGANIZERS	\$24.93
235123	7/4/2018	112-1460217-9871418	AMAZON.COM SERVICES, INC	3 WHEELED BUCKET DOLLIES	\$130.17
235124	7/4/2018	113-7499444-8136227	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES - LYNN HR	\$18.43
235122	7/4/2018	115051	CANARYSENSE.COM	CALIBRATION GAS FOR DETECTORS	\$246.10
235125	7/4/2018	1301420932	NEWEGG BUSINESS, INC.	DELL OPTIPLEX 7040	\$461.11
235126	7/4/2018	C57977	SEBO'S DO-IT CENTER	CABLE TIES	\$19.04
235127	7/4/2018	C58001	SEBO'S DO-IT CENTER	TIRE SHINE	\$7.58
235172	7/5/2018	B08184/1	ACE HARDWARE	HAMMERITE - DEEP GREEN	\$19.51
235175	7/5/2018	114-7015873-0910608	AMAZON.COM SERVICES, INC	FORENSIC SUPPLIES FOR INVESTIGATIONS	\$74.00
235173	7/5/2018	C58445	SEBO'S DO-IT CENTER	SANDING MATERIALS - WA PARK	\$66.63
235174	7/5/2018	C58736	SEBO'S DO-IT CENTER	FASTENERS - WA PARK	\$13.76
235177	7/5/2018	C58472	SEBO'S DO-IT CENTER	MARKING PAINT	\$22.75
235178	7/5/2018	C58327	SEBO'S DO-IT CENTER	LIGHT BULBS / FASTENERS #221	\$13.22
235176	7/5/2018	045191	US BANK	DINNER- HOST SISTER CITY DINNER 5TH STREET BISTRO	\$129.59
235219	7/6/2018	00061242	BACKFLOW PREVENTION SUPPLY INC	BCKFLOW REPAIR CK MOD 850	\$283.41
235220	7/6/2018	100124	RED ROBIN	EMS MEETING LUNCH	\$18.20
235221	7/6/2018	5490	RUNNING AWARDS	ARTS FESTIVAL RIBBONS	\$626.50
235214	7/6/2018	C59359	SEBO'S DO-IT CENTER	FASTENERS	\$11.34
235217	7/6/2018	C59036	SEBO'S DO-IT CENTER	PAINT SUPPLIES	\$40.69
235223	7/6/2018	C59192	SEBO'S DO-IT CENTER	FASTENERS #221	\$6.55
235215	7/6/2018	108661/11/93000	STOWES, INC	STEEL TOE WORK BOOT - DAN JONES	\$100.00
235224	7/7/2018	593 54 232 8854	SAFEWAY INC	WATER FOR REHAB	\$5.79
235216	7/7/2018	C59744	SEBO'S DO-IT CENTER	ACFL SUPPLIES	\$30.89
235218	7/8/2018	112-3279411-4103404	AMAZON.COM SERVICES, INC	UNIFORM PIECES FOR DUTY BELT AND EQUIP	\$399.42
235324	7/9/2018	B11702/1	ACE HARDWARE	BALLOONS - SURVIVOR CAMP	\$10.84
235222	7/9/2018	114-2558868-3507416	AMAZON.COM SERVICES, INC	GATORADE	\$60.77
235349	7/9/2018	775127	BAYSHORE OFFICE PRODUCTS INC	CHAIR	\$466.19
235325	7/9/2018	092162	CASCADE FIRE EQUIPMENT CO	WILDLAND HELMETS FOR CHIEFS (3)	\$181.77
236533	7/9/2018	321646	FRONTIER BUILDING SUPPLY	OPS REMODEL METAL SIDEING, BASE FLASHING	\$185.97
235323	7/9/2018	AU3350674	MAXXAM ANALYTICS INC	THICKENED SLUDGE TOTAL SOLIDS ANNALYSIS	\$62.77
235354	7/9/2018	607447	MISTER T'S AWARDS &	PARADE PLAQUE 2018 WINNERS	\$22.79
235353	7/9/2018	593 54 116 8854	SAFEWAY INC	SURVIVOR CAMP SUPPLIES #0593 FOOD ITEMS	\$10.98

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235322	7/9/2018	C60737	SEBO'S DO-IT CENTER	3 PAILS	\$12.92
235326	7/9/2018	C61051	SEBO'S DO-IT CENTER	EARPLUGS, SURVEY STAKE	\$16.16
235327	7/9/2018	C60766	SEBO'S DO-IT CENTER	OFFICE SUPPLIES	\$14.94
235352	7/10/2018	B12403/1	ACE HARDWARE	DRILL BITS	\$46.63
235351	7/10/2018	114-9547707-7497068	AMAZON.COM SERVICES, INC	UNIFORM DUTY BELT	\$85.19
235344	7/10/2018	73338	CAP SANTE MARINE LTD	GASOLINE - WP	\$28.47
235345	7/10/2018	0188-493786	CONSOLIDATED ELECTRICAL	SENIOR CENTER LIGHTS	\$23.87
235350	7/10/2018	D33232	FRONTIER BUILDING SUPPLY	DOUGLAS FIR/REBAR - WP	\$173.12
235347	7/10/2018	0187523-IN	NURNBERG SCIENTIFIC	BUFFER PILLOWS	\$226.69
235456	7/10/2018	10349867	S & S WORLDWIDE INC	TEMPERA PAINT - REC PROGRAM	\$413.17
235346	7/10/2018	C62090	SEBO'S DO-IT CENTER	SPARK PLUGS/CAP ASSY #13-908	\$6.30
235348	7/10/2018	C61704	SEBO'S DO-IT CENTER	LOPPER/FILE/PRUNER	\$74.40
235355	7/10/2018	C61881	SEBO'S DO-IT CENTER	OUTLET STRIP, FASTENERS	\$13.36
235343	7/10/2018	R35949837	YOURMEMBERSHIP.COM, INC.	AWWA JOB POSTING ANNOUNCEMENT - WWTP OPERATOR II OR III	\$249.00
235394	7/11/2018	B12824/1	ACE HARDWARE	SUPPLIES FOR KIDS R BEST FEST	\$85.51
235398	7/11/2018	x41128/1	ACE HARDWARE	FACILITY USE ITEMS	\$32.18
235402	7/11/2018	B12803/1	ACE HARDWARE	HOSE, RINGS AND FASTENERS	\$72.98
235401	7/11/2018	114-7259284-9206624	AMAZON.COM SERVICES, INC	K9 T-BONE FOOD AND OFFICE SUPPLIES	\$61.49
235404	7/11/2018	112-7558669-8563445	AMAZON.COM SERVICES, INC	NORWECO 45 LB DECHLORINIZATION TABLETS	\$368.90
235405	7/11/2018	114-9040530-9161011	AMAZON.COM SERVICES, INC	FATIGUE MAT (29-1), POWER STRIPS	\$124.69
235452	7/11/2018	775485	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$51.04
235466	7/11/2018	775479	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES: BINDER CLIPS, CORRECTION TAPE, BATTERIES. STICKY NOTES	\$15.67
235470	7/11/2018	775476	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$9.48
235461	7/11/2018	589315939	COMFORT INN (ALL)	HOTEL STAY FOR SPILLMAN NW MEETING; INGRAM	\$105.53
236447	7/11/2018	18-17701	EDGE ANALYTICAL, INC	DISINFECTANT BY-PRODUCT SAMPLING	\$270.00
235399	7/11/2018	X55331	FRONTIER BUILDING SUPPLY	LUMBER, SCREWS	\$80.29
235392	7/11/2018	043232	HANDY'S HEATING, INC	FACILITIES - GENERAL	\$71.35
235453	7/11/2018	8561 13 61161	HOME DEPOT	FACILITIES GENERAL	\$22.33
235396	7/11/2018	0187582-IN	NURNBERG SCIENTIFIC	AMMONIA	\$198.71
236557	7/11/2018	162672387001	OFFICE DEPOT, INC.	OFFICE SUPPLIES - EXEC & FINANCE	\$205.45
235462	7/11/2018	001-407432	PISTON SERVICE OF ANACORTES	HOSE FITTINGS	\$6.92
235458	7/11/2018	593 8 125 4246	SAFEWAY INC	Inf:GROCERY STORES,SUPERMARK-SAFEWAY #0593	\$23.99

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235463	7/11/2018	593 5 75 3230	SAFEWAY INC	ICE, BAGS, BRUSH, PINE SOL AND CLEANING SPONGES	\$118.14
235457	7/11/2018	532058	SAN JUAN LANES	BOWLING - PEE WEE SPORTS CAMPS	\$190.96
235391	7/11/2018	C52779	SEBO'S DO-IT CENTER	BULBS, TRASH BAGS - WA PARK	\$32.50
235393	7/11/2018	C62607	SEBO'S DO-IT CENTER	KEYS	\$5.83
235395	7/11/2018	C62705	SEBO'S DO-IT CENTER	HAMMER, HACKSAW BLADE, MAUL WEDGE	\$52.89
235400	7/11/2018	C62338	SEBO'S DO-IT CENTER	PAINT SUPPLIES	\$72.71
235397	7/11/2018	348301	SKAGIT RIVER STEEL &	STEEL TUBE	\$157.04
235403	7/11/2018	WEB121122	ZOLL MEDICAL CORPORATION	CUFFS, SENSORS, CABLE, THERMAL PAPER	\$682.30
235527	7/12/2018	775487	BAYSHORE OFFICE PRODUCTS INC	CHAIR	\$37.98
235467	7/12/2018	1172021	GENERAL PACIFIC INC	4" HDPE SCHE 80 UL GRAY 750'	\$2,518.54
235459	7/12/2018	USA0037662-CS	HANNA INSTRUMENTS	CALIBRATION SOLUTION	\$34.14
235524	7/12/2018	13023	MAACO AUTO PAINTING	PAINT FOR VEH #010	\$948.79
235454	7/12/2018	cdlstrickland	QUICK CARE MEDICAL CLINIC	CDL EXAM - STRICKLAND	\$150.00
235464	7/12/2018	C62990	SEBO'S DO-IT CENTER	DRILL BITS	\$13.64
235465	7/12/2018	C63425	SEBO'S DO-IT CENTER	PART- WATER DEPT	\$7.01
235469	7/12/2018	C63058	SEBO'S DO-IT CENTER	SURVEY SUPPLIES	\$18.21
235460	7/12/2018	R18-1914, R18-1915	SKAGIT COUNTY PLANNING AND	COMMERCIAL BLDG PERMIT, FLOOD AREA DEVELOPMENT	\$3,884.30
235455	7/12/2018	180732	T-SHIRTS BY DESIGN	ACFL STAFF SHIRTS	\$166.01
235451	7/12/2018	07/12/18	WATERANDWASTEWATERJOBS.COM	POSITION AD - SERVICES-WATER/WASTEWATER JOBS	\$185.00
235468	7/13/2018	113-8990375-4735462	AMAZON.COM SERVICES, INC	COFFEE FILTERS	\$14.47
235535	7/13/2018	August 14 - Training	ATTORNEY & NOTARY SUPPLY OF	ATTORNEY & NOTARY SUPPLY TRAINING	\$135.00
235531	7/13/2018	080831	CASCADE FIRE EQUIPMENT CO	8 PULASKI SHEATHS	\$87.72
236143	7/13/2018	TB-182045586	GOOD TO GO!	WTP TOLL FEES CHAD, SHAWN	\$4.25
236158	7/13/2018	1095074713	MALVERN INSTRUMENTS, INC.	ZETASIZER RENTAL FOR WTP	\$7,334.60
235526	7/13/2018	73676	PORT OF ANACORTES	BOAT FUEL	\$29.11
235529	7/13/2018	C63854	SEBO'S DO-IT CENTER	TOOLS	\$53.15
235525	7/14/2018	114-3602126-8580224	AMAZON.COM SERVICES, INC	PHONE HOLSTERS	\$38.96
235528	7/14/2018	C64392	SEBO'S DO-IT CENTER	CLEANING SUPPLIES	\$13.64
235619	7/16/2018	B16821/1	ACE HARDWARE	QUICK LINK 1/4"	\$26.00
235620	7/16/2018	797108155	EVENTBRITE.COM	SHORELINE MANAGEMENT TRAINING	\$15.00
235621	7/16/2018	X55471	FRONTIER BUILDING SUPPLY	BLDG MATERIALS FOR OPS REMODEL	\$19.55
235616	7/16/2018	Langsponies	LANG'S PONY FARM	PONIES FOR KIDS R BEST FEST	\$975.00
235656	7/16/2018	001-407908	PISTON SERVICE OF ANACORTES	HYDRAULIC FITTINGS	\$27.40
235661	7/16/2018	593 7 151 6263	SAFEWAY INC	WATER FOR REHAB	\$92.94
235615	7/16/2018	C65617	SEBO'S DO-IT CENTER	FLAG POLE REPAIR ITEMS	\$30.11

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235618	7/16/2018	C65686	SEBO'S DO-IT CENTER	PAINT SUPPLIES	\$8.14
235624	7/16/2018	C65526	SEBO'S DO-IT CENTER	RATCHET	\$18.43
235653	7/17/2018	B17439/1	ACE HARDWARE	11 PC SOCKET	\$10.84
235623	7/17/2018	113-71997895-1931410	AMAZON.COM SERVICES, INC	REHAB SUPPLIES WWW.FOOD ITEMS	\$68.98
235651	7/17/2018	113-2632411-4473859	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES - PARKS	\$74.76
235658	7/17/2018	112-7716736-2414612	AMAZON.COM SERVICES, INC	AFD CASE FOR SURFACE PRO	\$463.80
235662	7/17/2018	713597647	COSTCO WHOLESALE CORPORATION	REHAB SUPPLIES (ELECTROLYTES) COSTCO COM	\$57.98
235654	7/17/2018	X55507	FRONTIER BUILDING SUPPLY	SIGN MATERIALS	\$12.35
235660	7/17/2018	G2643	GRICE INDUSTRIES INC	TOOL 75' CABLE, GRIP	\$683.00
235693	7/17/2018	7187408	MALVERN INSTRUMENTS, INC.	ZETASIZER LUER LOCK	\$62.93
235617	7/17/2018	01452CO18128204	OVERDRIVE, INC.	AUDIOBOOK	\$116.92
235657	7/17/2018	74193	PORT OF ANACORTES	FUEL- #90007	\$45.08
235650	7/17/2018	C66060	SEBO'S DO-IT CENTER	FACILITY USE SUPPLIES	\$3.80
235652	7/17/2018	C66365	SEBO'S DO-IT CENTER	TRIM LINE	\$11.69
235655	7/17/2018	C66098	SEBO'S DO-IT CENTER	J BOLTS	\$18.63
236526	7/17/2018	105184	SKAGIT SOILS	FINE BARK - LANDSCAPING	\$157.33
235622	7/17/2018	2000811411	THE LIGHT BRIGADE, INC.	TOOLS REQUIRED TO ACCEPTANCE TEST, DIAGNOSE AND REPAIR FIBER CABLE	\$3,107.68
236144	7/17/2018	7.17.18	THE PLUMBING GUYS, INC	FIXED CLOGGED DRAIN WTP	\$522.00
235659	7/18/2018	112-8954248-4392253	AMAZON.COM SERVICES, INC	AFD MOUNTS	\$170.82
235687	7/18/2018	113-1966615-2234628	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES MUSEUM	\$24.94
235694	7/18/2018	112-2839134-7122601	AMAZON.COM SERVICES, INC	HARD DRIVE ERASER	\$253.34
235731	7/18/2018	47888	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - LEGAL	\$21.04
235696	7/18/2018	6621119659	COSTCO WHOLESALE CORPORATION	ART DASH SUPPLIES	\$102.43
236525	7/18/2018	311332	LEFEBER TURF FARM, LLC	ALLAN BLOCKS - CEMETERY WALL	\$212.23
235685	7/18/2018	TRFORD004390	NEWMAN TRAFFIC SIGNS	STREET SIGN BLANKS	\$262.28
235691	7/18/2018	74294	PORT OF ANACORTES	FUEL- #90011	\$95.16
235697	7/18/2018	74278	PORT OF ANACORTES	FUEL- #90007	\$34.72
235686	7/18/2018	C66730	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$47.34
235688	7/18/2018	C66788	SEBO'S DO-IT CENTER	INSECT SPRAYS	\$11.33
235689	7/18/2018	C67155	SEBO'S DO-IT CENTER	SEPTIC TREATMENT	\$17.83
235692	7/18/2018	C66883	SEBO'S DO-IT CENTER	METAL WHEEL	\$15.27
235733	7/18/2018	90829	US BANK	LOCATE LUNCH- MIKE HENSON	\$14.11
235690	7/18/2018	65565	WATERMARK BOOK COMPANY	BOOK ADULT	\$25.82

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235695	7/19/2018	112-8525260-9041817	AMAZON.COM SERVICES, INC	ADAPTER	\$7.26
235735	7/19/2018	112-0151836-4533865	AMAZON.COM SERVICES, INC	PART- VEH #222	\$26.11
235737	7/19/2018	111-7484698-0623439	AMAZON.COM SERVICES, INC	BATTERY PACK	\$68.46
235740	7/19/2018	113-0315544-6725054	AMAZON.COM SERVICES, INC	SHEET PROTECTORS	\$17.31
235830	7/19/2018	47928	BAYSHORE OFFICE PRODUCTS INC	FACILITY USE ITEM	\$34.26
235729	7/19/2018	386895386	DELL MARKETING LP	LAPTOP FOR MUSEUM AND WTP	\$1,018.30
235726	7/19/2018	D35959	FRONTIER BUILDING SUPPLY	LUMBER - WA PARK	\$86.23
235975	7/19/2018	D36189	FRONTIER BUILDING SUPPLY	DRILL	\$9.32
235739	7/19/2018	326927	MY TAILOR	HEM UNIFORM PANTS	\$5.00
236216	7/19/2018	126165	PACIFIC TIRE COMPANY, INC	TIRE REPAIRS TO TRUCK #704	\$278.13
235725	7/19/2018	32768372	PHILIPS HEALTHCARE	JUNE, MEAD, DAVID, HEALTH-PHILIPS LIFELINE	\$55.12
235736	7/19/2018	74420	PORT OF ANACORTES	FUEL- #90007	\$47.56
235845	7/19/2018	SS446894364	SAFETYSIGN.COM	PEDESTRIAN CROSSING SIGN	\$380.69
235727	7/19/2018	C68722	SEBO'S DO-IT CENTER	YELLOW JACKET TRAPS	\$72.22
235728	7/19/2018	C67470	SEBO'S DO-IT CENTER	WA PARK SIGN SUPPLIES	\$42.27
235730	7/19/2018	C67523	SEBO'S DO-IT CENTER	PARTS- VEH #037	\$48.79
235732	7/19/2018	C67524	SEBO'S DO-IT CENTER	FASTENERS	\$3.50
235734	7/19/2018	C67288	SEBO'S DO-IT CENTER	PLUMBING SUPPLIES	\$7.83
235738	7/20/2018	111-9140357-2333801	AMAZON.COM SERVICES, INC	IMPACT WRENCH	\$213.19
235829	7/20/2018	114-1322027-5454649	AMAZON.COM SERVICES, INC	SAFETY GLASSES SHIELDS	\$11.92
235839	7/20/2018	114-9215294-8430632	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$67.14
235841	7/20/2018	114-4307649-3529838	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$105.91
235842	7/20/2018	114-9627840-9333852	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$15.90
235827	7/20/2018	386895386	DELL MARKETING LP	LAPTOPS FOR MUSEUM AND WTP	\$1,056.49
235824	7/20/2018	01192	DICK'S SPORTING GOODS	WORKBOOTS - BY	\$141.04
235835	7/20/2018	D36430	FRONTIER BUILDING SUPPLY	WOOD	\$65.28
235846	7/20/2018	D36415	FRONTIER BUILDING SUPPLY	SUPPLIES- STREET DEPT	\$33.47
235828	7/20/2018	209104	HAWK LABELING SYSTEMS	LABELS	\$244.39
235825	7/20/2018	300296902	KCDA PURCHASING COOPERATIVE	COPY PAPER ACAC	\$70.43
235848	7/20/2018	1098880	RUBBERSTAMPS.NET	EDUCATION SUPPLIES	\$61.75
235836	7/20/2018	C68030	SEBO'S DO-IT CENTER	INCINERATOR SUPPLIES	\$53.66
235838	7/20/2018	C67954	SEBO'S DO-IT CENTER	CHAIN- WATER DEPT	\$44.96

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236424	7/20/2018	6178-8	SHERWIN WILLIAMS	PAINT	\$635.13
235840	7/20/2018	01011130732	UNITED STATES POSTAL SERVICE	POSTAGE FOR PASSPORT APPLICATIONS	\$336.75
235826	7/21/2018	111-8336246-2032266	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES - PARKS	\$74.76
235831	7/21/2018	112-4079074-7061848	AMAZON.COM SERVICES, INC	INVESTIGATIONS SUPPLIES; FORENSIC BAGS FOR ELECTRONICS	\$166.01
235832	7/21/2018	111-0089069-6266652	AMAZON.COM SERVICES, INC	DVD - YS	\$10.73
235843	7/21/2018	114-9215294-8430632	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$50.19
235844	7/21/2018	114-9385650-6405825	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$34.56
235847	7/21/2018	B67022/2	H.B. JAEGER	OPERATING SUPPLIES- STREET DEPT	\$1,608.09
235833	7/22/2018	111-4344030-864241	AMAZON.COM SERVICES, INC	YS MEDIA	\$17.36
235834	7/22/2018	111-4344030-8642641	AMAZON.COM SERVICES, INC	YS MEDIA	\$27.11
235823	7/22/2018	74764 CS	PORT OF ANACORTES	FUEL	\$29.22
235837	7/22/2018	C69868	SEBO'S DO-IT CENTER	PAINT, FASTENERS AND CUT OFF WHEELS	\$140.41
235917	7/23/2018	111-0353858-0586664	AMAZON.COM SERVICES, INC	HEADPHONES	\$11.18
235918	7/23/2018	114-6949684-3030642	AMAZON.COM SERVICES, INC	KLEENEX TISSUES	\$14.42
235919	7/23/2018	114-9809476-2656225	AMAZON.COM SERVICES, INC	BATHROOM TISSUE	\$42.77
235911	7/23/2018	34326	AMERICAN LIBRARY ASSOCIATION	MARKETING SUPPLIES	\$83.90
235910	7/23/2018	662 7 326 255	COSTCO WHOLESALE CORPORATION	OPERATING SUPPLIES - FINANCE & PLANNING	\$10.84
235759	7/23/2018	18-26986	EDGE ANALYTICAL, INC	FINAL EFFLUENT TESTING	\$187.00
235912	7/23/2018	D36859	FRONTIER BUILDING SUPPLY	SAW BLADES	\$23.70
235915	7/23/2018	49384225	LOWE'S BUSINESS ACCOUNT/GEMB	SHOP SUPPLIES	\$47.63
235914	7/23/2018	13036	MAACO AUTO PAINTING	REPAINT- VEH #008	\$948.79
235916	7/23/2018	C70519	SEBO'S DO-IT CENTER	PARTS- VEH #220	\$10.38
236536	7/23/2018	86507	VECA ELECTRIC COMPANY, INC	GARAGE DOOR REPAIR PUBLIC SAFETY BUILDING	\$1,261.21
235913	7/24/2018	112-8355119-2449058	AMAZON.COM SERVICES, INC	HDD DOCKS	\$126.27
236379	7/24/2018	5003404	ANACORTES AMERICAN	PLANNING ANACORTES AMERICAN 8/21/18-8/20/19	\$43.00
236156	7/25/2018	CD99031354	PCE PACIFIC INC	ROSEMOUNT CONNECTOR CABLE	\$511.11
236421	7/25/2018	1117598	SKAGIT PUBLISHING LLC	PUBLISH AA-1788947 AA-1788957 AA-1790613 AA-1790676 AA-1790682	\$406.00
236141	7/25/2018	331 0415425	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE FOR INTERN	\$6.19
236142	7/25/2018	331 0415408	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	\$55.71

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236535	7/25/2018	86597	VECA ELECTRIC COMPANY, INC	ELECTRICAL REPAIR @ ASAC	\$1,822.80
236540	7/26/2018	238514	BAY CITY SUPPLY	FACILITY SUPPLIES	\$378.67
236157	7/26/2018	95070978	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$4,395.90
236560	7/26/2018	5004425443	FERRELLGAS, LP	JULY PROPANE INVOICE - AUTOGAS ACCOUNT	\$1,042.04
236467	7/26/2018	126460	PACIFIC TIRE COMPANY, INC	TIRES- VEH #514 & SHOP STOCK	\$623.79
236503	7/26/2018	126459	PACIFIC TIRE COMPANY, INC	ROTATE TIRES- VEH #510	\$86.80
236154	7/26/2018	6559-9	SHERWIN WILLIAMS	PAINT	\$50.21
236543	7/26/2018	1235586	SURETY PEST CONTROL	PEST CONTROL FOR WA PARK	\$55.34
236532	7/26/2018	13226A	THE PLUMBING GUYS, INC	LIBRARY LEAK REPAIR	\$499.10
236534	7/26/2018	13225A	THE PLUMBING GUYS, INC	PLUMBING REPAIR @ WTP	\$464.38
236443	7/26/2018	114-7105439	UNITED SITE SERVICES, INC	INTAKE STATION PORTA-POTTI RENTAL	\$109.16
236445	7/26/2018	9811737866	VERIZON WIRELESS	WTP SCADA MODEM 6/27-7/26/18	\$500.66
236150	7/26/2018	113145	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$101.61
236153	7/27/2018	1102068492	FERRELLGAS, LP	PROPANE	\$57.94
236417	7/27/2018	220015149234	PUGET SOUND ENERGY INC	8147 S MARCHS POINT RD- ST LIGHTS 6/28-7/27/18	\$25.82
236209	7/28/2018	360-293-3725-0501135	FRONTIER COMMUNICATIONS	DEPOT PHONE 7/28-8/27/18	\$58.28
236217	7/28/2018	360-299-3674-0214175	FRONTIER COMMUNICATIONS	OPS BACK UP PHONE LINE: 7/28-8/27/18	\$65.62
236276	7/28/2018	360-293-4900-0912865	FRONTIER COMMUNICATIONS	APD BAC LINE 7/28-8/27/18	\$78.32
236277	7/28/2018	360-299-6615-0615165	FRONTIER COMMUNICATIONS	APD 911 LINE 7/28-8/27/18	\$65.92
236278	7/28/2018	360-588-1422-0822015	FRONTIER COMMUNICATIONS	APD BUSINESS LINE 7/28-8/27/18	\$288.05
236279	7/28/2018	360-588-9248-0619005	FRONTIER COMMUNICATIONS	APD BACKUP LINES 7/28-8/27/18	\$200.78
236369	7/28/2018	360-299-0813-1017915	FRONTIER COMMUNICATIONS	PHONE SERVICE FOR WWTP 7/28-8/27/18	\$298.99
236553	7/28/2018	360-299-2484-0726025	FRONTIER COMMUNICATIONS	LIBRARY PHONE 7/28 - 8/27/18	\$53.47
236356	7/28/2018	1.72701E+11	OFFICE DEPOT, INC.	RETURN OFFICE SUPPLIES	(\$5.72)
236136	7/28/2018	49646	UNITED PARCEL SERVICE, INC	WTP SHIPPING TO HACH	\$46.61
236380	7/28/2018	9811775970	VERIZON WIRELESS	CITY CELL PHONES 6/29-7/28/18	\$10,170.85
236556	7/29/2018	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 6/30 - 7/31/18 INCLUDES PREVIOUSLY BILLED	\$135.74
236274	7/30/2018	72618	ANACORTES TOWING, LLC	TOWING; APD CASE 18-A05857	\$162.75
236434	7/30/2018	WABUR203453	FASTENAL COMPANY	RESERVOIR VENT SCREEN	\$461.14
236514	7/30/2018	969154-0	KEENEY'S OFFICE SUPPLY, INC.	OFFICE SUPPLIES	\$14.92
236555	7/30/2018	173256159001	OFFICE DEPOT, INC.	OFFICE SUPPLIES - BUILDING DEPT	\$9.53
236418	7/30/2018	300000340004	PUGET SOUND ENERGY INC	MISC STREET LIGHTS- 6/28-7/27/2018	\$66.44

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
236438	7/30/2018	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS- SS 17TH ST BTWN Q AVE & COMM; 1417 38TH ST	\$68.52
236538	7/31/2018	239373	BAY CITY SUPPLY	FACILITY SUPPLIES	\$427.92
236539	7/31/2018	239027	BAY CITY SUPPLY	FACILITY SUPPLIES	\$161.67
236377	7/31/2018	777503	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$3.59
236504	7/31/2018	128	BUBBA SUDZ CAR WASH, INC.	JULY CAR WASHES- 20	\$180.00
236544	7/31/2018	35895	DIMENSIONAL COMMUNICATIONS INC	COUNCIL CHAMBERS DAIS REPAIR	\$1,996.40
236546	7/31/2018	35909	DIMENSIONAL COMMUNICATIONS INC	CITY HALL PODIUM REPAIR	\$2,034.38
236512	7/31/2018	59055/2	H.B. JAEGER	FORD TAPPING SLEEVE	\$577.02
236365	7/31/2018	57885	LAKESIDE INDUSTRIES, INC.	5/8 & 3/4 ROCK & 1 1/4 & 1 1/2 GRAVEL- WATER DEPT	\$690.64
236368	7/31/2018	57812	LAKESIDE INDUSTRIES, INC.	5/8 & 3/4 ROCK & 1 1/4 & 1 1/2 GRAVEL- STREET DEPT	\$339.65
236235	7/31/2018	MV195247	MOTOR TRUCKS, INC	COVER FOR VEH #613	\$371.68
236545	7/31/2018	10148545	NAVIA BENEFIT SOLUTIONS, INC	JULY, FLEXIBLE SPENDING PARTICIPANT FEE	\$124.50
236551	7/31/2018	0000612070	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY	\$358.15
236550	7/31/2018	2110	ORCA INFORMATION, INC	JULY, EMPLOYMENT BACKGROUND CHECK	\$180.00
236425	7/31/2018	6897	PETDATA, INC	PETDATA LICENSING FEES JULY	\$151.70
236207	7/31/2018	001-409303	PISTON SERVICE OF ANACORTES	WIPER BLADES / WIPES	\$16.50
236211	7/31/2018	001-409409	PISTON SERVICE OF ANACORTES	FUEL FILTER FOR #510	\$36.59
236212	7/31/2018	001-409317	PISTON SERVICE OF ANACORTES	BLUE FLTGRD 50/50 PROPLENE, RED CAPS,	\$47.89
236213	7/31/2018	001-409359	PISTON SERVICE OF ANACORTES	SWIVEL JACK FOR #11-903	\$72.39
236215	7/31/2018	001-409410	PISTON SERVICE OF ANACORTES	FUEL FILTERS FOR SHOP INVENTORY	\$73.17
236558	7/31/2018	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 6/30-7/31/18 INCLUDES PREVIOUSLY BILLED	\$13.20
236441	7/31/2018	INV00388140	SMARSH, INC	ARCHIVING PLATFORM 7/1-7/31/18	\$717.05
236552	7/31/2018	1231429	SURETY PEST CONTROL	LIBRARY PEST CONTROL	\$66.19
236440	7/31/2018	97244	THE HOSE SHOP, INC	BUSHING, COUPLING	\$13.53
236516	7/31/2018	114-7143851	UNITED SITE SERVICES, INC	PORTABLE TOILET RENTAL @ ISLAND VIEW	\$82.73
236517	7/31/2018	114-714421	UNITED SITE SERVICES, INC	TWO TOILET & 3X WEEKLY SERVICE - WA	\$307.94
236518	7/31/2018	114-7144374	UNITED SITE SERVICES, INC	Portable toilet rental - Edwards Way	\$82.73
236519	7/31/2018	114-7144340	UNITED SITE SERVICES, INC	Portable toilet rental - WA Pk - Loop 2	\$133.24
236521	7/31/2018	114-7144295	UNITED SITE SERVICES, INC	Portable toilet rental - Ace of Hearts	\$63.86
236522	7/31/2018	114-7144294	UNITED SITE SERVICES, INC	Portable toilet rental - WA Pk Loop #1	\$119.13
236523	7/31/2018	114-7143962	UNITED SITE SERVICES, INC	PORTABLE TOILET RENTAL @ DANIELS FIELD	\$44.12
236237	7/31/2018	8070115	UTILITIES UNDERGROUND LOCATION	UTILITY LOCATE TICKETS - JULY	\$201.24
236219	8/1/2018	070-1480-00	CHRISTIANSEN, TERRY	REFUND CANCELLED DUMPSTER	\$134.38
236374	8/1/2018	18-26351	EDGE ANALYTICAL, INC	FINAL EFFLUENT TESTING	\$126.00
236413	8/1/2018	360-293-1900- 0122885	FRONTIER COMMUNICATIONS	CITY MAIN PHONE 8/1-8/31/18	\$1,061.83

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
236435	8/1/2018	764978	JCI JONES CHEMICALS INC	SODIUM HYDROXIDE (CAUSTIC)	\$3,922.66
236363	8/1/2018	MV195356	MOTOR TRUCKS, INC	SEAL- VEH #513	\$56.28
236226	8/1/2018	530	PORT OF ANACORTES	DOCK RENTAL QD-13 QD-23 & QD-27	\$101.85
236227	8/1/2018	983	PORT OF ANACORTES	DOCK RENTAL - QD-19	\$33.95
236228	8/1/2018	984	PORT OF ANACORTES	DOCK RENTAL - QD24	\$33.95
236229	8/1/2018	985	PORT OF ANACORTES	DOCK RENTAL - QD-21	\$33.95
236230	8/1/2018	986	PORT OF ANACORTES	DOCK RENTAL - QD-22	\$33.95
236231	8/1/2018	987	PORT OF ANACORTES	DOCK RENTAL QD-20	\$33.95
236232	8/1/2018	989	PORT OF ANACORTES	DOCK RENTAL - QD-25	\$33.95
236233	8/1/2018	8292	PORT OF ANACORTES	MOORAGE - QUARTERLY - SPACE QD-01A	\$60.80
236450	8/1/2018	200012505505	PUGET SOUND ENERGY INC	WTP 7/1-7/31/18	\$99,241.78
236554	8/1/2018	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 6/7 - 7/6/2018 (INCLUDES PREVIOUS BILLED)	\$3,895.97
236357	8/1/2018	5054059784	RICOH USA, INC	S/N C86111692 ENG 5/1-7/31/18	\$87.19
236358	8/1/2018	5054060093	RICOH USA, INC	S/N C86078755 LIBRARY FL2 ADMIN COPIER 5/1-7/31/18	\$31.48
236359	8/1/2018	5054059743	RICOH USA, INC	S/N C86078711 LIBRARY FL1 STAFF COPIER 5/1-7/31/18	\$775.49
236360	8/1/2018	5054059253	RICOH USA, INC	S/N C86180481 PARKS 5/1-7/31/18	\$26.20
236361	8/1/2018	5054059569	RICOH USA, INC	S/N C86152062 HR COPIES 5/1-7/31/18	\$15.17
236508	8/1/2018	1119057	SKAGIT PUBLISHING LLC	PUBLISH AA-1791718 AA-1793056 AA-1793442	\$527.80
236214	8/1/2018	105629	SKAGIT SOILS	SOIL FOR WATER DEPT	\$222.43
236220	8/1/2018	3-2 JULY18	STUM, MELANIE	PUB DEF CONFL	\$65.00
236221	8/1/2018	3-5 JULY18	STUM, MELANIE	PUB DEF CONFL	\$52.00
236222	8/1/2018	3-8 JULY18	STUM, MELANIE	PUB DEF CONFL	\$26.00
236223	8/1/2018	3-15 JULY 18	STUM, MELANIE	PUB DEF CONFL	\$201.50
236224	8/1/2018	3-17 JULY18	STUM, MELANIE	PUB DEF CONFL	\$188.50
236430	8/1/2018	331 0416493	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE	\$50.67
236527	8/1/2018	112284	VENTEK INTERNATIONAL	MONTHLY CELLULAR CARRIER AND SERVER	\$135.00
236225	8/1/2018	291000003-001-0001	WASHINGTON DEPARTMENT OF	RENEW STATE AND CITY BUSINESS LICENSE - 2018	\$41.00
236562	8/1/2018	1389489-0043-8	WASTE MANAGEMENT	JULY 2018 CONTRACTED SERVICES	\$105,707.36
236281	8/2/2018	5004370	ANACORTES AMERICAN	FINANCE NEWSPAPER SUBSCRIPTION 8/22/18-8/22/19	\$43.00
236280	8/2/2018	1990828421	ARAMARK	APD NYLON MATS CLEANED	\$16.28
236364	8/2/2018	1990828428	ARAMARK	OPS: MAT CLEANING 08/02/18	\$70.13
236366	8/2/2018	1990828427	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$63.30
236375	8/2/2018	777896	BAYSHORE OFFICE PRODUCTS INC	EDUCATION SUPPLIES	\$17.20
236559	8/2/2018	1023222	BLACKSTONE PUBLISHING	BOOKS ON CD	\$267.19
236415	8/2/2018	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 8/9-9/8/18	\$183.12

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount
236275	8/2/2018	JUNE 2018	HUMANE SOCIETY OF	APD CASE 18-A04082	\$66.00
236437	8/2/2018	765089	JCI JONES CHEMICALS INC	CHLORINE X 6 TANKS	\$5,400.00
236282	8/2/2018	css-krueger	KRUEGER, BRAYDN	JAZZ DRUM INSTRUCTION - JULY 2018	\$532.13
236422	8/2/2018	2784	NW CLEANERS	LTAC HEART OF A RESTROOM CLEANING	\$1,100.00
236537	8/2/2018	2785	NW CLEANERS	JANITORIAL SERVICES	\$920.00
236355	8/2/2018	001-409678	PISTON SERVICE OF ANACORTES	WIRING PLUGS- VEH #220	\$19.74
236433	8/2/2018	331 0416509	UNIFIRST CORPORATION	WTP WEEKLY LAUNDRY SERVICE FOR INTERN TH	\$6.19
236427	8/2/2018	094139058	XEROX CORPORATION	CLRCUBE XNE-099723 6/30-7/26/18	\$408.76
236378	8/3/2018	777970	BAYSHORE OFFICE PRODUCTS INC	EDUCATION SUPPLIES	\$17.20
236376	8/3/2018	18-26987	EDGE ANALYTICAL, INC	INCINERATOR ASH TESTING	\$385.00
236373	8/3/2018	9534	HOW IT WORKS, INC	MADRONA SCULPTURE PARK TRIFOLD BROCHURES	\$322.79
236372	8/3/2018	I-17968	SIGNS BY TOMORROW	SIGNAGE AT MADRONA GROVE SCULPTURE SITE	\$402.97
236362	8/3/2018	Lien Release	SKAGIT COUNTY AUDITOR'S OFFICE	MURRIETA, ROSA LEE - FILE #201611180009	\$38.00
236371	8/3/2018	1639580	WASHINGTON TRACTOR, INC	PARTS- VEH #704	\$5.28
236439	8/4/2018	97424	THE HOSE SHOP, INC	HOSE PARTS, TUBING	\$75.72
236505	8/6/2018	1990832321	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$71.61
236444	8/6/2018	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 6/29/18-7/31/18	\$180.43
236451	8/6/2018	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY 7/1-7/31/18	\$343.66
236524	8/6/2018	180120062	SMALL, JON	REFUND CANCELLED CAMPING RESERVATION	\$58.00
236416	8/6/2018	000099E018318	UNITED PARCEL SERVICE, INC	AFD AND WTP UPS SHIPMENTS	\$31.18
236458	8/6/2018	1Z99E181299845865	UNITED PARCEL SERVICE, INC	SHIPMENT TO ELECTRO CHEMICAL DEVICES	\$52.38
236513	8/6/2018	10017401	WILSON, AMY	REFUND CAMPING RESERVATION	\$43.00
236548	8/7/2018	778045	BAYSHORE OFFICE PRODUCTS INC	FACILITY USE ITEM	\$150.09
236541	8/7/2018	9020577002	LANGUAGE LINE SERVICES	TELEPHONE INTERPRETER SERVICES FOR COURT	\$9.47
236547	8/7/2018	CICL75549	REISNER DISTRIBUTOR INC	VEHICLE FUEL - JULY	\$18,928.88
236531	8/7/2018	035471	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - W.T. PRESTON	\$10.31
236542	8/7/2018	1236506	SURETY PEST CONTROL	INITIAL PEST MAINTENANCE FOR MUSUEM	\$222.43
236549	8/7/2018	GB00100301	TRANSAMERICA LIFE INS CO	LEOFF LONG-TERM CARE INSURANCE	\$430.86

Total

\$347,238.01



City Council Contract Agenda Bill

Meeting Date: 8/13/2018 **Agenda Item:** 5c

Subject: Contract Award - Peristaltic Chemical Metering and Transfer Pumps 18-036-WTR-003

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$79,363.41 to Watson Marlow Fluid Technology Group to purchase the Peristaltic Chemical Metering and Transfer Pumps. The project provides purchase and delivery of four (4) peristaltic chemical metering pumps, and one (1) peristaltic chemical transfer pump for the chlorination conversion project at the Water Treatment Plant.

Background:

1. **History:** Following the recent visit from Washington State Department of Labor and Industries, the City pursued a change in the method we use for disinfection at the Water Treatment Plant. The new method involves a change from gaseous chlorine to a hypochlorite solution. Hypochlorite is essentially a diluted liquid chlorine very similar to bleach. The City intends to replace the existing gas chlorine system at the plant with a bulk sodium hypochlorite solution system to eliminate the potential health and safety risks associated with unintended releases of gas chlorine. HDR was chosen to design the required improvements and this contract is to purchase the tanks. The goal is to have the new system installed and operational by January 2019. To meet this aggressive schedule, early procurement by the City of key equipment items, including chemical storage tanks and pumps, that take up to 2 months for delivery, is necessary. One additional contract will be brought before City Council next week for the construction of the new system.
2. **Key Terms:**
 - Total contract price of \$79,363.41.
 - Delivery shall be within 42-56 days of contract inception.
3. **Competitive Bidding:** On June 20, 2018 the City solicited bids for the subject project and on July 3, 2018 a bid opening was conducted and one bid was received. The bid was outside of the acceptable budget amount and was rejected. On July 25, 2018 the City solicited bids for a second time and on August 7, 2018 a bid opening was conducted and no bids were received. Because there was no response from our solicitation, RCW 35.23.352(1) allows us to enter into a contract without re-bidding. The Project Manager and HDR evaluated the options and selected Watson Marlow Fluid Technology Group to provide the pumps.

Previous Council/Committee Action: City Council received an overall project update and awarded the [HDR contract](#) on [3/5/18](#). [Modification 01](#) of the HDR contract was approved on [4/16/18](#), and [Modification 02](#) of the HDR contract was approved on [5/21/18](#). On [August 6, 2018](#) a contract was awarded to Spundstrand, Inc. for the manufacturing of the chemical storage tanks.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 18-036-WTR-003 with Watson Marlow Fluid Technology Group in the amount of \$79,363.41 to purchase the Peristaltic Chemical Metering and Transfer Pumps.

Alternative Actions: N/A

Attachments: Contract 18-036-WTR-003

Contractor	Watson Marlow Fluid Technology Group
Contract Amount	\$79,363.41
Earmarked Funds	None
BARS #	401.730.534.10.48
Budget Amendment Required?	Yes
Revenue Source?	Regional customer charges
Start Date	Inception
End Date	42-56 days



AGREEMENT 18-036-WTR-003

Between

THE CITY OF ANACORTES

AND

WATSON MARLOW FLUID TECHNOLOGY GROUP

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Watson Marlow Fluid Technology Group, a private supplier at 37 Upton Drive, Wilmington, MA 01887 (herein after referred to as "Supplier").

PROJECT

PERISTALTIC CHEMICAL METERING AND TRANSFER PUMPS

1. **Scope of Work.** Supplier shall furnish and deliver four (4) peristaltic chemical metering pumps, and one (1) peristaltic chemical transfer pump, as described in Exhibit A, which is hereby incorporated by reference and made a part hereof.

2. **Price.** The Total Contract Price is **Seventy-Nine Thousand Three Hundred Sixty-Three Dollars and Forty-One Cents (\$79,363.41)**. This includes any applicable sales tax and shipping F.O.B. Anacortes Water Treatment Plant, 14489 River Bend Rd., Mount Vernon, Washington, 98273. The Supplier will give the City a trade-in discount for four (4) LMI diaphragm chemical metering pumps.

The following payment schedule shall apply:

Item	Qty	Description	Unit Price	Ext. Price
1	4	Peristaltic chemical metering pumps	\$14,413.50	\$57,654.00
2	1	Peristaltic chemical transfer pumps	\$23,619.00	\$23,619.00
Subtotal:				\$81,273.00
Trade-In Discount:				(\$8,127.00)
Subtotal less Trade-In Discount				\$73,146.00
8.5% Sales Tax				\$6,217.41
Total:				\$79,363.41

3. **Time of Completion:** The items shall be delivered within 42-56 days of contract inception.

4. **Delivery.** Advance coordination of the work shall be made with the Project Manager Jeff Marrs, 360-428-1598. The Supplier shall:

- Deliver the items specified on the Contract to the designated "FOB Point", within the time specified by the City. Timely delivery is of the essence to this Contract.
- When shipping item(s) to the City, Supplier shall obtain shipping insurance for the value of the item(s) through the shipping carrier with pre-approval of and at the cost of the City.
- 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).
- Provide, at no additional charge, any equipment, 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.
- Be liable for all risks for the item(s) until accepted by the City. The Supplier is responsible for any freight charges incurred in delivering the item(s) to the "FOB Point." A representative of the City will sign the Supplier's delivery ticket to acknowledge receipt of the item(s) by the City. Unless the Supplier receives such signature, the City shall not be responsible for the receipt of the item(s). The City retains the right to inspect the delivered item(s) prior to acceptance, and shall not accept item(s) that do not conform to the requirements of this Contract.

5. **Acceptance.** Supplier 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 Supplier. These General Provisions supersede all conflicting or additional terms pre-printed on any purchase order, quote, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

6. **Subcontracts.** Supplier shall give notice reasonably in advance of placing any subcontract; preferably the Supplier shall identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a Sub-Supplier to furnish supplies or services for performance of the prime Supplier or a Sub-Supplier. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (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 Sub-Supplier, (iv) proposed subcontract price.

Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination

- (1) of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract, or
- (3) To relieve the Supplier of any responsibility for performing this Contract.

The Supplier shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Supplier by any Sub-Supplier or vendor that, in the opinion of the Supplier, may result in litigation related in any way to this contract, with respect to which the Supplier may be entitled to reimbursement from the City.

7. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Supplier must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Supplier'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.

8. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, Agreement Number and Price, or Amended Price. The Supplier must invoice **MONTHLY** for quantities delivered during the invoice period. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

The City shall notify the Supplier within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Supplier 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.

9. **Withholding Payment.** In the event the City determines that the Supplier 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 Supplier 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 Supplier to terminate or damages, provided that the City promptly gives notice in writing to the Supplier 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 Public Works Director set forth in such notice to the Supplier 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 Supplier 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 Public Works Director 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 Supplier, (3) to set off any amount so paid or incurred from amounts due to become due the Supplier. In the event the Supplier obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Supplier by reason of good faith withholding by the City under this clause.

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

11. **Insurance Requirements**

A. Insurance Term

The Supplier shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the Public Entity.

B. No Limitation

The Supplier's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Supplier to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Supplier shall obtain insurance of the type and coverage described below:

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

D. Minimum Amounts of Insurance

The Supplier shall maintain the following insurance limits:

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

E. Other Insurance Provision

The Supplier's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Supplier'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 Supplier shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Supplier before goods, materials or supplies will be accepted by the Public Entity.

H. Notice of Cancellation

The Supplier shall provide the Public Entity 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 Supplier to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Supplier 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Supplier from the Public Entity.

J. Public Entity Full Availability of Supplier Limits

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

12. 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 Supplier shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Supplier 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 Supplier 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 his or her opinion, to safeguard the interest of the City. The Supplier 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 Supplier of his/her obligations or responsibilities under the Contract.

13. **Supplier's Compliance with Warranty Provisions.** If, within one year after the date of completion of the work or designated portion thereof, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Supplier shall correct it promptly after receipt of written notice from Owner to do so, without cost to the Owner. Owner shall give such notice promptly after discovery of the condition. Supplier's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

14. **Defense and Indemnity Agreement.** The Supplier shall defend, indemnify and hold the Public Entity, 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 Public Entity.

15. **Discrimination Prohibited.** During the performance of this Agreement, the Supplier and subSuppliers shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Supplier agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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

17. **The City's Right to Terminate Agreement.**

A. Termination for Default

If the Supplier 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 Supplier 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 Supplier 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 Supplier. The Supplier 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 Supplier 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 Supplier shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this 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.

18. **Changes/Additional Work.** The City may engage Supplier to perform services in addition to those listed in this Agreement, and Supplier 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 Supplier 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.

19. **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.

20. **Covenant Against Contingent Fees**. The Supplier warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Supplier, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Supplier, 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.

21. **Disputes**

A. **General**

Differences between the Supplier 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 Supplier 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 Supplier 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 Supplier 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. Supplier 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 Supplier 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 Supplier 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 Supplier arising out of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Supplier 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.

22. **Force Majeure**. Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. 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 Supplier shall have no recourse against the City.

23. **Venue and Choice of 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.

24. **Compliance with Laws.** The Supplier 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.

25. **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.

26. **Survival of Contract Termination.** The provisions of the following paragraphs and the liability of the Supplier 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; Disputes; Venue and Choice of Law; Defense & Indemnity Agreement.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly;

CITY OF ANACORTES

WATSON MARLOW FLUID TECHNOLOGY GROUP

By _____
Laurie Gere, Mayor

By _____

Date _____

Printed Name

Title _____

Date _____

COA Contract 18-036-WTR-003

EXHIBIT A

Specifications:

Item 1: Quantity (4): Watson Marlow 630DuN/RE Peristaltic Tubing Pump

Tag#s: P-3810, P-3820, P-3830, P-3840

1. Flow rates from 0.1-4.2 GPM
2. Maximum discharge pressure up to 30 PSI
3. Start, stop, speed control, forward/reverse
4. Manual speed control from 0.1 – 265 RPM in 0.1 RPM increments (2,650:1 Turndown)
5. Remote speed control via 0 – 10 VDC or 4 – 20 mA analog input (signal is scalable)
6. Second analog input via 0 – 10 VDC or 4 – 20 mA for scaling of primary input
7. Analog speed output via 0 – 10 VDC, 4 – 20 mA or 5 VDC square wave
8. 4 configurable NO or NC relay outputs for run/stop, direction, auto/manual status and choice of alarm conditions
9. Digital RS485 signal interface capability
10. Fitted with the easy loading 620RE pumphead featuring:
 - a. Twin-sprung stainless steel rollers
 - b. Impact resistant shaded guard with tool un-lockable guard
 - c. Accepts tube element sizes: 12.0 and 17.0 mm ID x 4.0mm WT Marprene TM LoadSure Tubing Elements
11. Tough IP66 / NEMA 4X enclosure with excellent chemical resistance rated for high pressure washdown
12. Input Power: 100-120/220-240 VAC – 1Ø – 50/60 Hz

Ancillary & Spare Equipment:

1. Quantity (4): Float style leak detector
2. Quantity (8): ¾" C&G connectors
3. Quantity (8): PVC Flexible Interface tubing
4. Quantity (16): 12.0mm Marprene TM elements
5. Quantity (4): 1000ml Calibration Column
6. Quantity (4): ¾" Pressure Relief Valves

Item 2: Quantity (1): Breidel 50 Peristaltic Hose Pump Assembly

Tag#: P-3801

1. Nominal Displacement: 0.766 Gallons/Rev
2. Fully Supported Cast Iron Rotor Assembly with Twin Sliding Aluminum Shoes
3. High Strength Twin Bearing Hub
4. Carbon Steel Bolted Cover with Sight Window
5. Pump Supports: Galvanized Steel
6. Pump Hardware and Hose clamps: Galvanized Steel
7. 2" 150# ANSI Flanges & Flange Brackets for Suction & Discharge: Galvanized Steel
8. 50mm Machined Hose with inner layer in EPDM
9. PVC Wetted Hose Inserts
10. Breidel Genuine Hose Lubricant
11. Buffer Zone Seals Lubricant Inside Pumphead to Protect Gearing
12. 2-Stage Flanged Planetary Gearing, 28 RPM Output Speed @ 1750 RPM Input (Ratio = 63.0:1),

13. Baldor 3.0 HP Premium Efficient Motor, Inverter Capable 20:1 CT Turndown, 1750 RPM, 230/460 VAC – 3Ø – 60 Hz, 182TC Frame, TEFC, Bredel Red Epoxy Paint
14. Pump Position: 1 (Ports Left) or 2 (Ports Right) to be specified

Ancillary & Spare Equipment:

1. Quantity (1): Bredel 50 Complete Gaskets Kit
2. Quantity (2): Bredel 50 EPDM hose
3. Quantity (1): 2" pressure relief valves

Total Start-Up Service days: (1) day onsite

SECTION 43 23 12
PUMPING EQUIPMENT: PERISTALTIC METERING PUMPS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Self-priming, variable speed peristaltic metering pumps for use with 12.5% wt. sodium hypochlorite solution.
- B. Related Sections include but are not necessarily limited to:
 - 1. Division 01 - General Requirements.
 - 2. Section 01 33 00 - Submittals.
 - 3. Section 40 05 00 - Pipe And Pipe Fittings: Basic Requirements.
 - 4. Section 40 05 31 - Pipe: Plastic.
 - 5. Section 40 05 52 - Miscellaneous Valves.
 - 6. Section 26 05 00 - Electrical: Basic Requirements.
 - 7. Section 40 05 63 – Ball Valves.
 - 8. Section 40 05 66 – Check Valves.

1.2 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. American Bearing Manufacturers Association (ABMA).
 - 2. American Gear Manufacturers Association (AGMA).
 - 3. American Iron and Steel Institute (AISI):
 - a. Steel Products Manual.
 - 4. American National Standards Institute (ANSI).
 - 5. American Society for Testing Materials (ASTM):
 - a. A48, Standard Specification for Gray Iron Castings.
 - b. A536, Standard Specification for Ductile Iron Castings.
 - c. A666, Standard Specification for Austenitic Stainless Steel Sheet, Strip, Plate and Flat Bar for Structural Applications.
- B. Manufacturer's Experience:
 - 1. All equipment described under this Section shall be supplied by a manufacturer who has been regularly engaged in the design, manufacture, and installation of the type of equipment specified herein for at least five years. All like equipment to be supplied in multiples units (i.e., metering pumps, valves, gauges, etc.) shall be of a single supplier.
- C. Warranty
 - 1. The chemical metering pump manufacturer shall provide a two year warranty on the metering pump mechanical drive and one year on the liquid end.
- D. System Responsibility:
 - 1. Pump manufacturer must provide pumps, gear reducers, motors, drives, leak detection systems, valves and other accessories as specified herein, regardless of manufacturer, as a complete integrated package to insure proper coordination and compatibility. Pumps and variable frequency drives and/or control panels will be rejected if not supplied by the pump manufacturer.

1.3 SUBMITTALS

- A. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
- B. Shop Drawings:
 - 1. Drawings and product data:

- a. Catalog data and information including:
 - 1) Type of liquid handled.
 - 2) Capacity, gph; maximum and minimum.
 - 3) Motor and adjustable speed drive type.
 - 4) Tubing.
 - b. Materials of construction and chemical resistance data.
 - c. Complete performance information:
 - 1) Capacity, operating range.
 - 2) Pressure rating.
 - 3) Suction lift.
 - 4) Horsepower required.
 - 2. Valves:
 - a. See Specification Sections 40 05 52, 40 05 63 and 40 05 66.
 - 3. Piping:
 - a. See Specification Sections 40 05 00 and 40 05 31.
 - 4. Manufacturer's catalog data on all accessories including pressure relief valves, flow calibration chambers, and suction assemblies.
- C. Operation and Maintenance Manuals:
 - 1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
- D. Certification:
 - 1. The Contractor shall obtain written certification from the manufacturer, addressed to the Owner, stating that the equipment will efficiently and thoroughly perform the required functions in accordance with these specifications and as indicated on the drawings, that all the materials are best suited for the chemicals handled, and that the manufacturer accepts joint responsibility with the Contractor for coordination of all equipment, including motors, variable speed drives, controls, and services required for proper installation and operation of the completely assembled and installed unit. The Contractor shall submit all such certificates to the Engineer.
- E. Tools:
 - 1. Special tools necessary for maintenance and repair of the equipment and one pressure grease gun for each type of grease required for the equipment, shall be furnished as a part of the Work hereunder; such tools shall be suitably stored in metal tool boxes, and identified with the equipment number by means of stainless steel or solid plastic name tags attached to the box.
- F. Spare Parts:
 - 1. The Contractor shall obtain from the manufacturer a list of suggested spare parts of all items of each piece of equipment subject to wear, such as seals, packing, gaskets, nuts, bolts, washers, wear rings, etc., as well as a set of spare bearings. He shall furnish all these parts suitably packaged and labeled in a box as described above for tools.
- G. Maintenance:
 - 1. Printed instructions related to proper maintenance, including lubrication, and parts lists indicating the various parts by name, number, and diagram where necessary, shall be furnished in duplicate with each unit or set of identical units. A recommended spare parts list shall be included.
- H. Field Procedures:
 - 1. Instructions for field procedures for erection, adjustments, inspections, and testing shall be provided prior to installation of the equipment.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the following manufacturer is acceptable:
 - 1. Variable Speed Peristaltic Metering Pumps (P-3810, P-3820, P-3830, and P-3840).
 - a. Watson Marlow 630DuN, with 630RE pumphead and 12.0 mm Marprene tubing.
 - b. No equal.
- B. Submit request for substitution in accordance with Specification Section 01 25 13.

2.2 EQUIPMENT

- A. Provide variable speed peristaltic metering pumps meeting the following parameters:
 - 1. Equipment no.: P-3810, P-3820, P-3830 and P-3840.
 - 2. Material pumped: 12.5 wt% Sodium Hypochlorite.
 - 3. Delivery Capacity: 2 – 30 gph.
 - 4. Suction lift: up to -3.0 ft of water.
 - 5. Discharge pressure: 20 to 50 psi.

2.3 FABRICATION

- A. Pumps shall be integral in design and assembly with the pumphead, motor, controls, and pump case being manufactured by the pump manufacturer.
 - 1. Pumps that have externally exposed controls in a VFD panel and exposed motor are not acceptable.
- B. Drives:
 - 1. Rating: Drives shall be rated for continuous 24-hour operation at ambient temperature to 40°C (104°F).
 - 2. Supply: Supply voltage shall be 120 V, 60 Hz, Single Phase. See 2.3-B-5c for termination requirements.
 - 3. Enclosure: The drive shall be housed in an epoxy coated aluminum enclosure with a NEMA 4X rating.
 - 4. Pump drive shall be close coupled and self-aligning, requiring no flexible couplings.
 - 5. Drive motor shall be a Brushless DC with a maximum power consumption of 350 VA.
 - 6. Drive circuitry shall be microprocessor controlled.
 - 7. Systems shall be UL and CE approved.
- C. Control Panel:
 - 1. A control panel shall be provided for Drive Speed, Pumping Direction, Tubing Size, Prime, Flow Rate Calibration, Keypad Lockout, On/Off Control, and Remote Control.
 - 2. Controls shall be housed in an epoxy coated aluminum enclosure with a NEMA 4X rating.
 - 3. Operator panel shall have a sealed keypad to protect from spills and to allow easy cleaning. The controller keypad shall be externally accessible to avoid compromising the enclosure seal during operation.
 - 4. Pump shall include a display readable from 12 ft and capable of displaying pump speed, running status, flow rate, and programming instructions
 - 5. Supply auto control features to meet the following minimum functionality requirements.
 - a. Remote Control Inputs
 - 1) Speed Control: Analog 4-20mA, with input signal trimmable and speed scaleable over any part of the drive speed range.
 - 2) Start/Stop Control (Enable): Via dry contact.
 - b. Status Outputs
 - 1) Four relay contacts rated for 120 Vac with maximum load of 30W, NO or NC software configurable to indicate the following:
 - a) Running/Stopped status,
 - b) Auto/Manual status,
 - c) General Alarm (Fail) status, and
 - d) Leak Detected status.

- c. Termination: Supply screw down terminals suitable for up to 16 AWG field wire and accessible through four glanded cable entry points on the pump. Changing pumps shall not require disconnecting of any field wiring from the terminals.
- D. Pump Head:
 - 1. The pump head shall be secured to the drive and be self-locating.
 - 2. The rotor assembly shall be close coupled to the output shaft of the drive gear motor.
 - 3. The pumphead shall consist of a fixed track with a lockable hinged guard door and magnetic safety interlock, which shall render the drive inoperable when the pump door is open.
 - 4. The pumphead door shall have clear windows for viewing of rotation direction. When closed, pump door shall seal against the pump track for leak containment and controlled waste through the pumphead waste port in the event of a tube failure.
 - 5. Rotor assembly shall be equipped with two compression rollers, which shall be retractable for tube loading.
 - 6. Compression rollers shall be located 180 degrees apart for compression of the tube against the track twice per rotor revolution.
 - 7. One roller shall at all times be fully engaged with the tubing providing complete compression to prevent backflow or siphoning.
 - 8. Hose occlusion shall come factory set to provide optimal occlusion for the tubing supplied.
- E. Leak Detection System:
 - 1. Each metering pump shall be equipped with a leak detection system that shall provide alarming to the PLC in the event of a tubing failure.
- F. Tubing:
 - 1. The process fluid shall only be in contact with the inside of the pump tubing. The pump tubing shall be extruded from a material compatible with the pumped chemical and shall be suitable for long life when used with the chemicals listed in this specification.
 - 2. Pumps shall be supplied with tubing elements with molded fittings, which shall be self-locating when fitted into the pumphead. Tube element shall be in contact with the inside diameter of the track (housing) through an angle of 180 degrees and be held in place on the suction and discharge by the element fittings. The tubing shall be replaceable without the use of tools and with no disassembly of the pumphead.
 - 3. Molded Fittings: Polypropylene, 3/4" Male Cam & Groove
 - 4. Supply four feet of reinforced transparent PVC flexible hose for connection of pump to suction and discharge process lines. Flexible hose shall have a Polypropylene female cam & groove fitting for mounting to pump and 3/4" male cam and groove fitting for mounting to process piping.
- G. The pump shall use no check valves or diaphragms and not utilize any dynamic seals in contact with the fluid pumped.
- H. No special tools shall be required for regular maintenance.
- I. Nameplate:
 - 1. Each piece of equipment shall be equipped with a nameplate, indicating equipment characteristics, capacity, motor horsepower, speed, electrical characteristics, manufacturer, model number, and serial number.

2.4 ACCESSORIES

- A. Provide the following for each variable peristaltic metering pump:
- B. Flow Calibration Column:
 - 1. Provide one calibration column per metering pump, Griffco EZ-Clean model or equal.
 - 2. Flow calibration columns shall be manufactured of PVC, and shall be labeled in standard divisions and milliliters.
 - 3. Flow calibration columns shall have a volume such that chambers empty within 60 seconds when pumps are operated at rated capacity.
 - 4. Flow calibration columns shall be provided with removable dust caps.

C. Equipment Supports:

1. The metering pumps shall be firmly supported on spill containment pans as shown on the drawings and anchored down. Spill containment pans shall be fabricated of PVC, polypropylene, or FRP. Chemical feeding equipment and piping shall be firmly supported on PVC sheets above the spill containment pans. Fabricated supports exposed to chemical spills shall be fabricated of PVC, polypropylene, or FRP. All anchor bolts, nuts, and washers of such supports shall be of type 316 stainless steel, with an anti-seize compound on the threads.

D. Safety Equipment:

1. Where required by Code, all chemical uploading, storage, and feeding equipment shall be furnished with the necessary safety devices and warning signs, clearly visible.

E. Valves:

1. Pressure relief valves, as specified in Section 40 05 52, with connections sized for the flow rate of the pump shall be provided with all metering pumps. Valves shall be suitable for the chemical solution service as specified. Pressure relief valves shall be field adjustable between 20 and 75 psig.

2.5 SOURCE QUALITY CONTROL

A. Each pump shall have factory run-in test prior to shipment.

1. Tests must verify the accuracy and performance of the specified pumps over the full range of flows and up to the maximum pressure specified.
2. Manufacturer shall certify and submit copies of the test results.

2.6 MAINTENANCE MATERIALS

A. Four (4) 12.00 mm Marprene tubing elements for each pump.

B. Two (2) PVC flexible interface tubing sections for each pump.

C. Two (2) C&G connectors for each pump.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 43 23 13
PUMPING EQUIPMENT: PERISTALTIC HOSE PUMPS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Self-priming, fixed speed peristaltic hose pumps for use with:
 - a. Sodium Hypochlorite
- B. Related Sections include but are not necessarily limited to:
 - 1. Division 01 - General Requirements.
 - 2. Section 01 33 00 - Submittals.
 - 3. Section 40 05 00 - Pipe And Pipe Fittings: Basic Requirements.
 - 4. Section 40 05 31 - Pipe: Plastic.
 - 5. Section 40 05 52 - Miscellaneous Valves.
 - 6. Section 26 05 00 - Electrical: Basic Requirements.
 - 7. Section 40 05 63 – Ball Valves.
 - 8. Section 40 05 66 – Check Valves.

1.2 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. American Bearing Manufacturers Association (ABMA).
 - 2. American Gear Manufacturers Association (AGMA).
 - 3. American Iron and Steel Institute (AISI):
 - a. Steel Products Manual.
 - 4. American National Standards Institute (ANSI).
 - 5. American Society for Testing Materials (ASTM):
 - a. A48, Standard Specification for Gray Iron Castings.
 - b. A536, Standard Specification for Ductile Iron Castings.
 - c. A666, Standard Specification for Austenitic Stainless Steel Sheet, Strip, Plate and Flat Bar for Structural Applications.
- B. Manufacturer's Experience:
 - 1. All equipment described under this Section shall be supplied by a manufacturer who has been regularly engaged in the design, manufacture, and installation of the type of equipment specified herein for at least five years. All like equipment to be supplied in multiples units (i.e., pumps, valves, gauges, etc.) shall be of a single supplier.
- C. Warranty
 - 1. The chemical transfer pump manufacturer shall provide a two year warranty on the transfer pump mechanical drive and one year on the liquid end.
- D. System Responsibility:
 - 1. Pump manufacturer must provide pumps, gear reducers, motors, drives, leak detection systems, valves, and other accessories as specified herein, regardless of manufacturer, as a complete integrated package to insure proper coordination and compatibility. Pumps and variable frequency drives and/or control panels will be rejected if not supplied by the pump manufacturer.

1.3 SUBMITTALS

- A. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
- B. Shop Drawings:
 - 1. Drawings and product data:

- a. Catalog data and information including:
 - 1) Type of liquid handled.
 - 2) Capacity, gph; maximum and minimum.
 - 3) Motor and adjustable speed drive type.
 - b. Materials of construction.
 - c. Chemical resistance data for materials used.
 - d. Complete performance information:
 - 1) Capacity, operating range.
 - 2) Pressure rating.
 - 3) Suction lift.
 - 4) Horsepower required.
 - 2. Valves:
 - a. See Specification Section 40 05 52, 40 05 63 and 40 05 66.
 - 3. Piping:
 - a. See Specification Sections 40 05 00 and 40 05 31.
 - 4. Manufacturer's catalog data on all accessories including pressure relief valves and suction assemblies.
- C. Operation and Maintenance Manuals:
- 1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
- D. Certification:
- 1. The Contractor shall obtain written certification from the manufacturer, addressed to the Owner, stating that the equipment will efficiently and thoroughly perform the required functions in accordance with these specifications and as indicated on the drawings, that all the materials are best suited for the chemicals handled, and that the manufacturer accepts joint responsibility with the Contractor for coordination of all equipment, including motors, variable speed drives, controls, and services required for proper installation and operation of the completely assembled and installed unit. The Contractor shall submit all such certificates to the Engineer.
- E. Tools:
- 1. Special tools necessary for maintenance and repair of the equipment and one pressure grease gun for each type of grease required for the equipment, shall be furnished as a part of the Work hereunder; such tools shall be suitably stored in metal tool boxes, and identified with the equipment number by means of stainless steel or solid plastic name tags attached to the box.
- F. Spare Parts:
- 1. The Contractor shall obtain from the manufacturer a list of suggested spare parts of all items of each piece of equipment subject to wear, such as seals, packing, gaskets, nuts, bolts, washers, wear rings, etc., as well as a set of spare bearings. He shall furnish all these parts suitably packaged and labeled in a box as described above for tools.
- G. Maintenance:
- 1. Printed instructions related to proper maintenance, including lubrication, and parts lists indicating the various parts by name, number, and diagram where necessary, shall be furnished in duplicate with each unit or set of identical units. A recommended spare parts list shall be included.
- H. Field Procedures:
- 1. Instructions for field procedures for erection, adjustments, inspections, and testing shall be provided prior to installation of the equipment.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the following manufacturer is acceptable:
 - 1. Fixed Speed Peristaltic Transfer Pump (P-3801):
 - a. Watson Marlow Bredel 50.
 - b. No equal.
- B. Submit request for substitution in accordance with Specification Section 01 25 13.

2.2 EQUIPMENT

- A. Provide fixed speed peristaltic transfer pumps meeting the following parameters:
 - 1. Equipment no.: P-3801.
 - 2. Material pumped: 12.5% wt. Sodium Hypochlorite.
 - 3. Delivery Capacity: 18 gpm.
 - 4. Suction lift: up to -3.0 ft. of water.
 - 5. Discharge pressure: 5 psi.

2.3 FABRICATION

- A. Pump:
 - 1. General:
 - a. Horizontal, positive displacement, peristaltic hose pump.
 - b. Capable of operating in either direction without flow variation.
 - c. Capable of running dry without damage to pump or hose.
 - d. Capable of pulling 95% of full vacuum.
 - e. Valveless/Glandless design with no dynamic seals in contact with the pumped product.
 - f. Direct coupled gear drive arrangement as specified herein.
 - g. Pump hardware shall be galvanized steel.
 - 2. Hose and Lubricant:
 - a. Hose shall be manufactured of multi-layer elastomer with an extruded inner wetted layer compatible with the process fluid, layers of nylon reinforcement, and a natural rubber outer layer.
 - b. The hose external surface shall have a surface roughness of $Ra\ 8\pm\ 4\mu$.
 - c. Hoses must have a smooth extruded internal surface and have tolerance controlled through machining.
 - d. Hose must be replaceable without cover or pump removal.
 - e. Pump housing shall contain a NSF-listed food-grade glycerin based hose lubricant blended to provide a medium for cooling and lubrication.
 - 3. Pump Housing, Rotor, and Internal Bearing Frame
 - a. Housing construction: Pump housing shall be cast iron and shall be supplied with an internal bearing hub to support the rotor on its own bearings. Provide a threaded drain plug at the lowest point of the plumbing chamber to allow complete drainage of lubricant.
 - b. Pump Rotor:
 - 1) Rotor shall be cast iron with two pressing shoes located 180 degrees apart. To perfectly match the pump to the process conditions and eliminate slip, shoe occlusion must be adjustable.
 - c. Internal Bearing Frame
 - 1) Pump rotor shall be independently supported on its own set of heavy duty ball bearings such that the bearings are located directly under the rotor's load. Bearings shall be supported by the bearing hub located within the pump housing and shall be sealed via a dynamic seal. Bearings shall be sealed and greased for life. Pumps which use pump lubricant to lubricate the bearings, external bearing frames which allow overhung loading and require long coupling configurations, or close coupling where the rotor is not supported by pump bearings are not acceptable.

- 2) Gearing shall be direct coupled to the back of the pump housing and shall be completely isolated from the process fluid and pump fluid through the sealed bearing hub. Gear unit and drive components shall be serviceable without removal of the pump rotor.
4. Flanged Connectors
 - a. Supply pump with flanged inlet and outlet to ANSI/ASA 150# standards with wetted inserts compatible with the process fluid. Flange construction: 316 Stainless Steel.
 - b. Pump hose shall extend from the pumping chamber to allow visual confirmation of hose/flange insert connection. Flange insert shall be secured to the pump hose via a single band clamp. Securing the hose using multiple clamps or internal compression fittings that cannot be visually verified as secure without disassembly of the pump is not acceptable.
 - c. Flange supports shall be of one piece construction and shall secure to the pump housing via two or four bolts to maintain a compression seal between the pump housing and hose. Flange support construction: 316 Stainless Steel
5. Pump Cover
 - a. Pump cover shall be constructed of Cast Iron
 - 1) 10-15mm pumps: ASTM A48 class 40
 - 2) 25-32 mm pumps: ASTM A48 class 25
 - 3) 40-100 mm pumps: ASTM A245 class 36
 - b. Viewing Window: Equip cover with a viewing window constructed of PMMA to allow clear visual confirmation of direction of rotation. Window shall be marked with a minimum lubricant registration mark for proper indication of lubricant level when pump is stationary. For 25-100 mm pumps with adjustable shoes, the window shall be large enough to replace pressing shoes and allow shim adjustment without removing pump cover.
 - c. Cover Mounting: 25-100 mm pump covers shall be bolted along the perimeter to the pump housing and shall seal via a captive quadring seal. 10-15 mm pumps shall bolt to the pump housing with no more than four bolts and shall be sealed via a gasket seal.
6. Frame
 - a. Support frame shall be torsion free and constructed of formed hot dipped galvanized steel with a coating thickness of 15 microns. Welded steel or modular adjustable frames are not acceptable.

2.4 PUMP DRIVE SYSTEM

- A. Direct Coupled Gearing with Fully Protected Drive mounting
 1. Provide gearing with Fully Protected Drive direct-coupled mounting to the pump housing.
 - a. The gearbox shall bolt directly to the pump housing which shall include a buffer zone between the gearing and pumphead to prevent gearbox contamination from pump fluid or lubricant in the event of a hose lubricant seal failure. The pump's internal bearing hub shall be vented through the rear of the pump housing to allow visual detection in the event of a hose lubricant seal failure.
 - b. Close coupled pump designs which utilize the gearbox to seal the pump housing and expose the gearbox to lubricant or pumpage are not acceptable.
 - c. Long coupled pumps which require external couplings, coupling alignment, and coupling guards are not acceptable.
 2. Design gear reduction to match output speed requirement of the pump using two or three-stage gearing and matching torque rating of pumping equipment. Gearing shall be classified for continuous heavy shock duty, 24 hr duty with a minimum of 1.4 service factor.
 - a. 10-32 mm pumps: helical gearing with cast iron housing.
 - b. 40-100 mm pumps: ultra compact, high torque planetary gearing with cast iron housing.
- B. Motors
 1. Provide premium efficient, TEFC or TENV, squirrel-cage induction motors, NEMA C face, conforming to the latest applicable requirements of NEMA, IEEE, ANSI, and NEC standards.

2. Motors are to be designed for continuous duty for 3-phase, 460VAC operation, NEMA Design B with torque and starting currents in accordance with NEMA MG1-1993-12.35 and 12.38. Ratings to be based on a 40 degree C ambient 3,300 feet altitude or lower operation with a maximum temperature rise of 80 degree C by resistance at 1.0 service factor (and 90 degree C rise 1.15 service factor).
3. Motors shall be furnished with Class F insulation utilizing materials and insulation systems evaluated in accordance with IEEE 117 classification tests. Motors shall have 1.15 service factor but shall be selected for operation within their full load rating without applying the service factor.
4. Bearings shall be selected to provide L10 rating of 100,000 hrs minimum for C-face flexible coupled applications. For frame sizes 56-140, bearings shall be permanently lubricated. For frame sizes 180 and larger, proved capped grease fitting.
5. For frame sizes 180 and larger, motor enclosure including frame, end brackets locking bearing inner caps, fan guard, and conduit box and cover shall be cast iron, ASTM Type A48, Class 25 or better. Conduit box shall be diagonally split with tapped NPT threaded conduit entrance hole, neoprene conduit box cover gasket, neoprene lead seal gasket between box and motor frame, and ground lug. For frame sizes 56-140, motor enclosure, fan guard, conduit box, and cover shall be carbon steel. End shield shall be constructed of aluminum. Conduit box shall be top mounted with F1/F2 conduit entrance holes, grounding lug, and neoprene conduit box gasket between box and motor frame.
6. External cooling fan on TEFC motors shall be corrosion resistant, non-sparking, bi-directional, keyed, clamped, and shouldered on the motor shaft.
7. Motor rotor construction shall be die cast aluminum, fabricated copper, or their respective alloys. Motor shall have copper windings.
8. Motor leads shall be non-wicking type permanently numbered for identification.
9. All motors shall be premium efficient with minimum efficiencies exceeding NEMA MG1-1993 Table 12-10. Motor efficiency shall be determined in accordance with NEMA MG1-1993-12.58.1 and full load efficiency labeled on motor nameplate in accordance with NEMA MG1-1993-12.58.2
10. Motors shall suitable for use with PWM type variable frequency drives. Motors frame size 56-180 shall be rated for 10:1 constant torque continuous duty over 6-60 Hz. Larger frame motors shall be rated for 4:1 constant torque continuous duty over 15-60 Hz.

2.5 ACCESSORIES

- A. Provide the following for the peristaltic transfer pump:
- B. Equipment Supports:
 1. The transfer pumps shall be firmly supported on spill containment pans as shown on the drawings and anchored down. Spill containment pans shall be fabricated of PVC, polypropylene, or FRP. Chemical feeding equipment and piping shall be firmly supported on PVC sheets above the spill containment pans. Fabricated supports exposed to chemical spills shall be fabricated of PVC, polypropylene, or FRP. All anchor bolts, nuts, and washers of such supports shall be of type 316 stainless steel, with an anti-seize compound on the threads.
- C. Safety Equipment:
 1. Where required by Code, all chemical uploading, storage, and feeding equipment shall be furnished with the necessary safety devices and warning signs, clearly visible.
- D. Valves:
 1. Pressure relief valve, as specified in Section 40 05 52, with connections sized for the flow rate of the pump shall be provided. Valve shall be suitable for the chemical solution service as specified. Pressure relief valve shall be field adjustable between 20 and 75 psig.

2.6 SOURCE QUALITY CONTROL

- A. Pump shall have factory run-in test prior to shipment.

1. Tests must verify the accuracy and performance of the specified pumps over the full range of flows and up to the maximum pressure specified.
2. Manufacturer shall certify and submit copies of the test results.

2.7 MAINTENANCE MATERIALS

- A. Provide spare parts that are identical to and interchangeable with parts installed. Furnish and deliver the following spare parts for each pump:
 1. One (1) spare gaskets kit.
 2. Two (2) EDPM hose sections.

PART 3 - EXECUTION (NOT USED)

END OF SECTION



City Council Contract Agenda Bill

Meeting Date: 8/13/2018 **Agenda Item:** 5d

Subject: Contract Award: Fiber Build – Phase 3 Materials #14-056-IDS-009

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$67,153.04 to Graybar to provide the fiber materials needed for Phase 3 of the Fiber Build project. Phase 3 scope includes connecting the fiber optic network in the west half of the City of Anacortes, including connecting Fire Station #2, three sewer pump stations, and one water pump station.

Background:

1. **History:** The City's water treatment and wastewater treatment plants each need to communicate with, and control, outlying facilities such as reservoirs and pump stations. To correct chronic communications between these facilities, this project will install fiber optics communication between the plants and the outlying facilities using the City Library as a hub. Phase 3 is required to provide connection to the remaining facilities not connected in Phases 1 and 2. The City currently has a contract in place with RBC for the construction of Phase 3, but the City needs to purchase specific fiber materials.
2. **Key Terms:**
 - A total contract price of \$67,153.04.
 - Work shall be completed by 10/12/18.
3. **Competitive Bidding:** On July 27, 2018 the City solicited bids for the subject project and on August 8, 2018 a bid opening was conducted and 1 bid were received. Bid results are provided as an attachment hereto.

Previous Council/Committee Action: The original NoaNet [interlocal and contract](#) was awarded on [9/19/16](#). [Modification 01](#) was for additional hours for Phase 1 and 2 of the City's fiber optics communication project, as well as additional hours for construction inspectors and was approved on [10/9/17](#). [Modification 02](#) for the design, engineering, and construction management of Central Broadband District, and [Interlocal 263](#) for Cooperative Purchasing with NoaNet were both approved on [6/4/18](#). The RBC contract [14-056-IDS-007](#) for Phase 3 construction was approved by Council at the [7/9/18](#) meeting. The concept of the fiber based municipal broadband system has been discussed multiple times over the last 2 years.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 14-056-IDS-009 with Graybar in the amount of \$67,153.04 to provide the fiber materials needed for Phase 3 of the Fiber Build project.

Alternative Actions: Not approve the contract, cancel the project

Attachments: Bid results, Contract 14-056-IDS-009

Contractor	Graybar
Contract Amount	\$67,153.04
Earmarked Funds (2018)	\$1,380,000.00
BARS #s	440.000.594.35.63 401.000.594.34.63
Budget Amendment Required?	No
Start Date	Inception
End Date	October 12, 2018

INVITATION TO BID

Sealed bids will be received by the City of Anacortes ("City") until 11:00am on Wednesday, August 8, 2018, at the office of the Clerk-Treasurer, Municipal Building, P.O. Box 547, 904 6th Street, Anacortes, WA 98221, for the purchase of **Fiber Build Phase 3 - Materials**. Bids are to be submitted only on the PROPOSAL FORM provided. Bids must be submitted in a sealed envelope with the outside clearly marked with the bid opening date and time, the project name and number as it appears in this advertisement, plus the name and address of the bidder. Bids shall be addressed to the City Clerk, City of Anacortes, and 904 6th Street, PO Box 547, Anacortes, WA 98221. Proposals will be publicly opened at Anacortes City Hall and read aloud following bid closing.

No bid security is required.

Project Documents: Specification, Conditions, Addenda are available through the City of Anacortes website at www.anacorteswa.gov/Bids.aspx.

All bidding and performance shall be performed in compliance with the Call for Bids and any addenda issued thereto. Bids shall constitute offers to the City of Anacortes which shall be binding for sixty (60) days from the date of bid opening. The City of Anacortes reserves the right to reject any bid, any portion of any bid and/or to reject all bids. The City of Anacortes further reserves the right, but without obligation, to waive informalities and irregularities.

Bids will be evaluated based on capital cost, operational cost, and operation and maintenance requirements for the equipment. The City reserves the right to award the equipment purchase contract ("Purchase Contract") to the lowest responsive, responsible bidder as it best serves the interest of the City. The Bidder to whom the Purchase Contract is awarded shall execute and return the Contract to the City within ten (10) calendar days from the date the Notice of Award is mailed to the Bidder. In case of failure of the Bidder to execute the Contract, the Bidder shall be in default, and the City shall have the right to award the Purchase Contract to the next lowest responsive, responsible Bidder.

Questions regarding the Invitation to Bid or Contract documents may be directed to Tiffany Matson, Contract Specialist, at 360-299-1971 or matsont@cityofanacortes.org. Questions regarding specifications may be directed to Fred Buckenmeyer at (360) 299-1954 or fredb@cityofanacortes.org. A bidder may be required to submit a question in writing. No oral responses to questions by City personnel about the bid will be binding on the City.

CITY OF ANACORTES, WASHINGTON

By 

Steven D. Hoglund, City Clerk-Treasurer

Published: Daily Journal of Commerce:

END OF SECTION

TO: City of Anacortes
(City or Owner):
FROM: Bidder: Graybar Electric Company Inc.
PROJECT: 14-056-IDS-009

1. GENERAL

The undersigned Bidder, having reviewed the Invitation to Bid for the Fiber Build Phase 3 - Materials purchase hereby proposes and agrees, if this bid is accepted, to enter into an agreement with Owner to provide the equipment as specified and within the contract time indicated in this bid for an amount computed upon the basis of the equipment to be provided at the following prices.

2. LIMITATION OF DAMAGES

The Bidder:

- a) agrees not to bring any Claim against the City or any of its employees, advisers, or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Bid for any matter in respect of this ITB, including:
 - I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or
 - II. if the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB; and
- b) waives any and all Claims against the City or any of its employees, advisers, or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the City and the Bidder for any reason, including:
 - I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or
 - II. If the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB.

3. BIDDER'S REPRESENTATIVE

The Bidder's Representative identified below is an officer of the company and is fully authorized to represent the Bidder in any and all matters related to its Bid.

4. SCHEDULE

Time is of the essence and in selecting the responsible Bidder, consideration will be given to the lead times noted on the Bid Proposal. The City requires that the successful vendor will order components immediately upon contract issuance and that the vendor will diligently pursue acquisition of required components as bid. The City's goal is to have all materials by September 1, 2018. If, after a delivery date has been agreed to by both parties, a component is delayed for reasons beyond the vendors control, a brief description of the delay shall be provided to the City within 2-working days of their notification. The City will have to right to investigate and may purchase the component through a separate vendor, if available, without penalty.

5. BID SCHEDULE

Note: Bid prices for all items, all extensions and total amount of Bid must be shown below.

Line	Qty	Unit	Description	Lead Time	Unit Price	Ext. Price
1	36	EA	ARMORCAST, Part #A6001974TAPCX30 24"X36"X30" RPM BOX ASSY LOAD: 20K BOLTS: HEX LOGO: BLOCK LETTER LOGO "COA" ONE PIECE COVER WITH 2 -12 HOLE HDG RACKS PER ASSEMBLY (2X) WITH 1 - 7 1/2" HDG HOOK PER RACK (2X)	25-30 Days	\$408.26	\$14,697.36
2	28,000	EA	DURALINE, FUTUREPATH FLEX LOCATABLE WITH ORANGE HDPE - 0.035-IN SHEATH 6-WAY X 18/14 MM RIBBED ID MICRODUCTS NO RIPCRODS QTY 1 - #20 COPPER WIRE ADDD1351 STEEL REEL 96 X 42 WIDE SEE CUSTOMER SPEC 4000 FEET CONTAINS: 6-WAY HDPE 18/14 MM RIBBED ID MICRODUCTS BLUE BROWN GREEN GREY ORANGE & WHITE	4-5 Weeks	\$1.60	\$44,800
3	5,000	EA	DURALINE HDPMDR180140RI UV4UV4OEMPTDS PRP42 X05000 MICRODUCT /18 MM OD/14 MM ID /REGULAR /STRAIGHT RIBS /AERIAL BLACK (4%) /AERIAL BLACK (4%) /SUPER SILICORE (MICRODUCT) /EMPTY /INK JET /STANDARD PRINT /PLASTIC /PR 42-42X28X18 /5 000 NO. OF REELS: 1	4-5 Weeks	\$0.39	\$1,950
4	4	EA	COMMSCOPE, PART# FHD-HP1B-0400F FIBER DROP, FLAT LOCATABLE, SC/APC WITH PULLING SOCK. 400' IN LENGTH.	8 weeks	\$111.21	\$444.84
Subtotal:						\$61,892.20
Freight:						
8.5% Tax:						\$5,260.84
Total:						\$67,153.04

6. ADDENDUMS

We acknowledge receipt of the following addenda which shall be considered as part of the Bid Documents:

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

7. BIDDER INFORMATION

This Bid is submitted on and by:

Name of Bidder: Graybar

Signature: Kathleen Roberts

Name (Print): Kathleen Roberts

Title: Director

Email: Kathy.roberts@graybar.com

Date: 8/3/2018

Address of Bidder: 480 E 55th Ave Ste #500

Denver, CO 80214

Telephone No.: 303-618-1962

8. COMPLIANCE WITH SPECIFICATIONS

The proposed equipment must fully comply with the item Description to qualify as a responsive bid. Bidder must list, in the space provided below, all deviations and substitutions or proposed "as equal" component to the specifications which are included with this Bid. Bidder may attach additional information or pages in order to comply with this requirement.

A completed list of proposed deviations and substitutions will be required to enable the Owner to evaluate whether the proposed items comply with the requirements of the specifications, to be determined by the Owner in the Owner's sole discretion.



CONTRACT 14-056-IDS-009
Between
THE CITY OF ANACORTES
AND
GRAYBAR

FIBER BUILD PHASE 3 - MATERIALS

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Graybar a private contractor at 480 E 55th Ave, Ste 500, Denver, CO 80216 (herein after referred to as "Contractor").

1. **Scope of Work.** The Contractor shall provide materials for the Fiber Build Phase 3 in accordance with and as described in the City of Anacortes document entitled "Invitation to Bid Fiber Build Phase 3 – Materials 14-056-IDS-009" issued July 27, 2018 which is hereby incorporated by reference and made a part hereof.

2. **Price and Payment Terms.** The Total Contract Price is **Sixty-Seven Thousand One Hundred Fifty-Three Dollars and Four Cents (\$67,153.04)**. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.

3. **Term.** This Contract is effective as of the date first set forth below and shall continue until October 12, 2018, unless earlier terminated in accordance with the provisions of this Contract or by mutual consent of the parties.

4. **Delivery.** Advance coordination of the work shall be made with the Project Manager Fred Buckenmeyer at (360) 299-1954. The Contractor shall:

- a. Deliver the items specified on the Contract to the designated "FOB Point", within the time specified by the City. Timely delivery is of the essence to this Contract.
- b. When shipping item(s) to the City, Contractor shall obtain shipping insurance for the value of the item(s) through the shipping carrier with pre-approval of and at the cost of the City.
- c. 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).
- d. Provide, at no additional charge, any equipment, 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.
- e. Be liable for all risks for the item(s) until accepted by the City. The Contractor is responsible for any freight charges incurred in delivering the item(s) to the "FOB Point." A representative of the City will sign the Contractor's delivery ticket to acknowledge receipt of the item(s) by the City. Unless the Contractor receives such signature, the City shall not be responsible for the receipt of the item(s). The City retains the right to inspect the delivered item(s) prior to acceptance, and shall not accept item(s) that do not conform to the requirements of this Contract.

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

6. **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. When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by City. 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 any other legal rights or remedies of the City.

7. **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.

8. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, Contract Number and Price, or Amended Price. The Contractor must invoice **MONTHLY** for quantities delivered during the invoice period.

Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. 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.

9. **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.

10. **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.

11. **Insurance Requirements**

A. Insurance Term

The Supplier shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the Public Entity.

B. No Limitation

The Supplier's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Supplier to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Supplier shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-

Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

D. Minimum Amounts of Insurance

The Supplier shall maintain the following insurance limits:

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

E. Other Insurance Provision

The Supplier's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Supplier'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 Supplier shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Supplier before goods, materials or supplies will be accepted by the Public Entity.

H. Notice of Cancellation

The Supplier shall provide the Public Entity 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 Supplier to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Supplier 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Supplier from the Public Entity.

J. Public Entity Full Availability of Supplier Limits

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

12. 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 his or her 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 his/her obligations or responsibilities under the Contract.

13. Defense and Indemnity Contract. The Supplier 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.

14. **Discrimination Prohibited.** During the performance of this Agreement, the Contractor and subcontractors shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

15. **Assignment/Subcontract.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of City. No such written approval shall relieve the Contractor of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of the Contractor. Contractor shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

16. **Contractor is an Independent Contractor.** The parties intend that an independent Contractor relationship will be created by this Contract. 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 Sub-Contractors during the performance of this Contract.

17. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Contractor with funds paid by the City pursuant to the terms of this Contract 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 Contractor. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Contractor harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the documents and materials by the City or any person or entity that obtains the documents and materials from or through the City. Pursuant to RCW 42.56.70, all information and documents produced under this Contract may be subject to public disclosure.

18. **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, Contractor 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.

19. The City's Right to Terminate Contract.

A. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of the Contract 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 Contract, and at the City's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the Contract until the Scope of Services under this Contract 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 Contract 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 Contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Contract prices for completed items of work through the date of termination. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by the City.

20. **Changes/Additional Work**. The City may engage Contractor to perform services in addition to those listed in this Contract, 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 Contract. 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 Contract is approved in writing by both parties.

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

22. **Covenant Against Contingent Fees**. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that he has 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 Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

23. **Disputes**

A. **General**

Differences between the Contractor and the City, arising under and by virtue of this Contract 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 Contract.

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 Contract, 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 Contract. 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.

24. **Force Majeure.** Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Contract 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 Contract. Rights Reserved: The City reserves the right to cancel the Contract 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.

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

26. **Compliance with Laws.** The Contractor in the performance of this Contract 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 Contract to assure quality of services.

27. **Severability.** If any term or condition of this Contract 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 Contract are declared severable.

28. **Survival of Contract Termination.** The provisions of the following paragraphs 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; Venue and Choice of Law; Defense & Indemnity

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Contract and agree to be bound accordingly;

CITY OF ANACORTES

GRAYBAR

By _____
Laurie Gere, Mayor

By _____
Signature

Date _____

Printed Name

Title _____

Date _____



City Council Contract Agenda Bill

Meeting Date: 8/13/2018 **Agenda Item:** 5e

Subject: Interlocal #232 Modification 03: Fiber Optics Project

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Interlocal Amendment

Summary Statement: City staff seeks Council consent to issue an amendment to IL232 with Northwest Open Access Network (NoaNet) in the amount of \$21,055.00, for a total contract price of \$508,228.00, for the addition of engineering services for the Central Broadband District (CBD) of the fiber optics project into the scope of work. CBD includes OPS fiber design, engineering, and construction management services for the fiber optic network in the greater downtown Anacortes area, roughly reaching from 2nd to 15th street, between R Avenue and N Avenue.

Background:

1. **Reason for Contract Change:** This proposed amendment adds to the Scope of Work that NoaNet will provide OPS fiber design, engineering, and construction management services for the deployment of the fiber optic system for the Central Broadband District (CBD) in the greater downtown Anacortes area, roughly reaching from 2nd to 15th street, between R Avenue and N Avenue. The City has a current contract with Robinson Brothers Construction (RBC) to perform the construction of the CBD project.
2. **History:** Central broadband district project will deploy a fiber optic network in the greater downtown area, roughly reaching from 2nd to 15th street, between R Avenue and N Avenue. This deployment will use our existing fiber backbone in this area and will allow the businesses in the area to connect to the city broadband network. The project consists of installing approximately 2,000 feet of fiber optic cable, in both aerial and buried locations. In addition, the project will procure additional equipment for the fiber equipment room in the library, and materials and equipment to facilitate connections at the premise. A minimal amount of additional work will be required when each customer contracts for service.
3. **Key Terms:**
 - The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed basis with a contract increase of \$21,055.00 for a total of \$508,228.00.
4. **Competitive Bidding:** The City entered into an interlocal agreement with NoaNet per the Washington Interlocal Cooperation Act RCW 39.34 which permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers.

Previous Council/Committee Action: The original [interlocal and contract](#) was awarded on [9/19/16](#). [Modification 01](#) was for additional hours for Phase 1 and 2 of the City's fiber optics communication project, as well as additional hours for construction inspectors and was approved on [10/9/17](#). [Modification 02](#) for the OPS fiber design, engineering, and construction management services of Phase 3 was approved on [6/4/18](#). The concept of the fiber based municipal broadband system has been discussed multiple times over the last 2 years.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign Modification 03 to Interlocal Agreement 232 with NoaNet, in the amount of \$21,055.00 increasing the total contract price to \$508,228.00.

Alternative Actions: Not approve the contract, cancel the project

Attachments: Modification 03

Contractor	NoaNet
Original Agreement Amount	\$175,000.00
Modification 1 approved 10/9/17	\$113,293.00
Modification 2 approved 6/4/18	\$198,880.00
Current Agreement Amount	\$487,173.00
Change Per this Modification	\$21,055.00
Total After Modification	\$508,228.00
Earmarked Funds (2017 & 2018)	\$2,370,000.00
BARS #s	440.000.594.35.63 401.000.594.34.63
Paid on Contract as of 8/7/18	\$293,463.89
Budget Amendment Required?	No
Start Date	Inception
End Date	9/22/2021



Interlocal 232 Modification 03

Date August 14, 2018

Page 1 of 1 Page

Project Description	City of Anacortes Fiber Optics Project
Prime Contractor	Northwest Open Access Network ("NOANET")

BACKGROUND

This amendment is to include engineering services for the Central Broadband District (CBD) of the fiber optics project into the scope of work. CBD includes OPS fiber design, engineering, and construction management services for the fiber optic network in the greater downtown Anacortes area, roughly reaching from 2nd to 15th street, between R Avenue and N Avenue. Accordingly, the contract price is increased from \$487,173.00 by \$21,055.00 to \$508,228.00.

Accordingly, the following change is incorporated under this contract:

3. NOANET's OBLIGATIONS, insert the following second paragraph:

"The work as described above is hereby amended per Modification 03. NOANET will provide OPS fiber design, engineering, and construction management services for the deployment of the fiber optic system for Central Broadband District (CBD) in greater downtown Anacortes area, roughly reaching from 2nd to 15th street, between R Avenue and N Avenue."

4. COMPENSATION, insert the following second paragraph:

"The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed **Five Hundred Eight Thousand Two Hundred Twenty-Eight Dollars (\$508,228.00)**. This includes the original contract price of \$175,000. The price of \$113,293.00 for Modification 01. The price of \$198,880.00 for Modification 02 as detailed in Exhibit C, and the price of \$21,055.00 for Modification 03 as detailed in Exhibit D. All Exhibits are attached hereto and incorporated by reference."

All other terms remain unchanged.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Modification and agree to be bound accordingly.

CITY OF ANACORTES

By _____
Laurie Gere, Mayor

Date _____

NORTHWEST OPEN ACCESS NETWORK

By _____
Signature

Printed Name

Title _____

Date _____

Original Agreement Amount	\$175,000.00
Current Agreement Amount	\$487,173.00
Change Per this Modification	\$ 21,055.00
Total After Modification	\$508,228.00

**COA Interlocal 232
EXHIBIT D**

Pilot Project CBD	PM	GIS and ENG	Sr. Mgr	Dir	
	Hours	Hours	Hours	Hours	Total
Function	\$85	\$105	\$150	\$180	
Project Management	4		6	2	12
Design, Staking, Pole Data Collection		104	6		110
OSP Plans, Specs, and Bid Management		28	6		34
Network Design and Engineering		3			3
Network Implementation, Test and Turn Up					0
Construction Management and Close-Out		24	4	2	30
Total Estimated Hours	4	159	22	4	189
Total Estimated Expense	\$340	\$16,695	\$3,300	\$720	\$21,055



CITY OF ANACORTES PROCLAMATION FIRE CHIEF RICHARD CURTIS

WHEREAS, Chief Richard Curtis began his career serving the Citizens of Anacortes as Fire Chief for the in 1996 and has retired on August 3, 2018, after twenty- two years of commendable dedication to the fire service; and

WHEREAS, Chief Curtis led a total of 25 employees who are located throughout our three stations: Station 1 located on 12th Avenue, Station 2 located near the ferry terminal, and Station 3 located on Molly Lane; and

WHEREAS, under his effective leadership, the Anacortes Fire Department has grown to meet the emergency response needs of the community it serves, operating 24 hour response from two stations and 12 hour response from the third, responding to 3,748 calls for service in the year 2017, and

WHEREAS, Chief Curtis has displayed leadership in many areas for Emergency Management Services, the Department of Emergency Management, and coordination to create a joint fire training facility with multiple partners successfully guiding the fire department with policy, strategic planning, and budgeting; and

WHEREAS, Chief Curtis has been an integral member of the broader county fire and EMS community by contributing his time and expertise to many projects, committees and official boards to promote the most efficient and effective methods of utilizing the resources available to the emergency response profession, and

WHEREAS, on behalf of the entire City Council, we wish to express our sincere appreciation to Chief Curtis for his loyalty to the Anacortes Fire Department and the citizens of Anacortes, and wish him much happiness as he begins this new chapter in life.

NOW THEREFORE, this Council does hereby confer upon

FIRE CHIEF RICHARD CURTIS

its highest commendation for the manner in which he has performed his duties as a member of the City of Anacortes Fire Department, with special thanks for his public service to our community and kindness to the members of the public.

Signed this 13th day of August 2018

CITY OF ANACORTES

Laurie Gere, Mayor



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning August 20, 2018

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

August 20, 2018

- Contract Awards: Treatment Plant Chemicals 18-118-IDS
 - Contract Award: WTP Chlorine System Conversion Project - Construction 18-036-WTR-004 (Action)
- *****

August 27, 2018

- Ordinance 3027: Extending a Moratorium on Processing Applications for Wireless Facilities and Telecommunications Franchises (Action)
 - Memorandum of Understanding with Anancortes School District #103: Community Center (Discussion/Possible Action)
- *****

September 4, 2018

September 10, 2018

September 17, 2018

September 24, 2018

October 1, 2018

October 8, 2018

- Public Hearing on Budgeted Revenue Sources, including 1% Property Tax Increase (Discussion)
- *****

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Aug 13, 2018, 5:00 PM, Main Conference Room, City Hall
 - Parks & Recreation, Thursday, Aug 16, 2018, 6:00 PM, Main Conference Room, City Hall
 - Public Works, Monday, Aug 20, 2018, 5:00 PM, Public Works Director's Office, City Hall
 - Finance, Wednesday, Aug 22, 2018, 5:00 PM, Main Conference Room, City Hall
 - Planning, Monday, Aug 27, 2018, 5:00 PM, Main Conference Room, City Hall
 - Port/City Liaison, Tuesday, Sep 4, 2018, 8:30 AM, Port of Anacortes
 - Public Works, Tuesday, Sep 4, 2018, 5:00 PM, Public Works Director's Office, City Hall
- *****