



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

February 24, 2020
6:00 p.m.

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Parks & Recreation Committee
 - b. Community Center/Pool Committee
 - c. Planning Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of February 18, 2020
 - b. Approval of Claims in the amount of: \$309,980.48
 - c. Contract Modification: WWTP Generator 7-912 Panel Rebuild #20-024-ERR-001
 - d. Contract Award: Ambulance Purchase #20-070-ERR-001
 - e. Contract Award: Pass Lake 10" Waterline #20-071-WTR-001
6. **Public Hearings**
7. **Other Business**
 - a. Contract Award: Skagit River Raw Water Pipeline and Clearwell Project – Construction Management #20-048-WTR-002 (Action)
 - b. * Port of Anacortes Northwest Basin Redevelopment Plan Presentation (Discussion)
8. **Adjournment**

Per Resolution 2044, 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 is committed to making public meetings available and accessible to all members of the community.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning March 2, 2020

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.

March 2, 2020

- Public Hearing: Approval of a Master Permit for Telecommunications Use of Right of Way for City of Anacortes/ACCESS Anacortes Fiber Internet Installation in accordance with AMC Chapter 5.38.040 (Discussion/Possible Action)
- Public Works GIS Demonstration (Discussion)
- Executive Session (30 Minutes) beginning 6:00 p.m. : Potential Litigation or Litigation per RCW 42.30.110 (i)

March 9, 2020

March 16, 2020

March 23, 2020

- Sewer Capital Facility Plan Update (Discussion/Possible Action)
- Contract Award: Skagit River Raw Water Pipeline and Clearwell Project #20-048-WTR-001 (Action)

April 6, 2020

April 13, 2020

April 20, 2020

April 27, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Feb 24, 2020, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Feb 26, 2020, 5:00 PM, Main Conference Room, City Hall
- Fiber, Wednesday, Feb 26, 2020, 4:00 PM, Third Floor Conference Room, City Hall
- Public Works, Monday, Mar 2, 2020, 5:00 PM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Mar 3, 2020, 8:30 AM, Port of Anacortes
- Housing Affordability & Community Services, Thursday, Mar 5, 2020, 1:30 PM, Planning Director's Office, City Hall
- Community Center/Pool, Thursday, Mar 5, 2020, 3:30 PM, Third Floor Conference Room, City Hall
- Planning, Monday, Mar 9, 2020, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Mar 11, 2020, 5:00 PM, Main Conference Room, City Hall
- Fiber, Thursday, Mar 12, 2020, 2:30 PM, Third Floor Conference Room, City Hall
- Public Works, Monday, Mar 16, 2020, 5:00 PM, Main Conference Room, City Hall

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Tonight I am joined by citizens of the City of Anacortes and Cap Sante marina tenants. I invite those people who wish to express concern over the Port's Marina redevelopment plans, to please briefly stand. In addition to the people here with us, we also have over 100 online signatures expressing concern about the Port's redevelopment proposal.

Thank you. *for coming out tonight.*

Dear City of Anacortes Council Members:

Good Evening -
My name is Ruth Hunter and I am a citizen of Anacortes & a
I am going to read a prepared statement that has had input from many of the *marina* attendees here tonight. *tenant*

We see the core responsibility of the Port to be the maintenance and enhancement of the properties they manage for the citizens of Anacortes. The marina is truly a very special and treasured property. *highly contentious*

Respectfully we found many issues made tonight and we do not share their
With regards to the Port's proposed redevelopment, some of our top concerns *vision* include:

1) The expense of the proposed event center. We have heard cost estimates in the range of 18-30 million dollars. But in fact, when we attend public Port meetings, there has been no official cost projections shared. Nor has there been a clear path shared regarding funding. We would like transparency around the true cost of the Port's new, *Class A* waterfront offices. And also transparency around the projected revenues and payback of event center operations. *what happens in the event of Port default on the bond*

2) We are concerned about preserving our family friendly and affordable RV Park and our highly used dog park. Both our RV park and the dog park make the Marina a highly attractive destination for families and marina users. The loss of the dog park would be a huge loss to both city residents and marina users. *Marina tenants* *Marine Tenants are the biggest source of revenue for the marina*

3) *Marine Tenants* We are concerned about marina parking. Today, during peak summer season, parking is wholly inadequate, leading to hardships for our marina users. *marina actually cutting* ~~The Port does not manage existing parking capacity.~~ Our marina tenants pay high rental rates and as part of that should be assured of readily available parking adjacent to their respective piers. *The challenge* Placing a several hundred-person event center, on marina property, will *make the already difficult* peak season parking situation, absolutely untenable. *tenants*

4) We are concerned about the disruption to marina users quiet enjoyment
a. From a noise perspective - today when Seafarer's park hosts an occasional musical event, the noise carries across the marina and is heard by all tenants. With the construction of the proposed *today's park will consume parking spaces & increase demand for the few remaining space AND*

event center between west and north basins, facing water's edge, the sound of its regular events will travel across the water and significantly and consistently impact all marina users, creating distraction and disturbance and destroying their quiet enjoyment.

- b. And from a security perspective – The waterfront event center will bring increased foot traffic throughout our unsecured marina. Marina tenants have already experienced theft and the increased foot traffic by out of town event attendees to our unsecured marina will put marina users at greater risk of loss.

- 5) We are concerned about the urgent repairs and dock replacements needed at the marina. Dock and pier maintenance and replacement are foreseeable years in advance. These expenses can be easily anticipated and included as part of long-term budgets and planning. Despite this, however, these facilities have fallen into disrepair. The Port points at permit delays for its lack of investment and execution.

Given this large, unaddressed marina maintenance backlog, it does not seem prudent for the Port to embark on construction of an event center.

- 6) We are concerned about the potential presence of a redundant and competing event center. We understand that Merlino Properties is also evaluating the construction of an event center and hotel on R Avenue, which avoids conflict with the marina. This project, in contrast to the Ports', will use private funding.

Merlino has stated that they are willing to work with the City to host our major annual events. By having a private entity develop and run the event center, the Port can keep their focus on maintaining and enhancing Port facilities vs. the distractions of daily event center operations.

Tonight, respectfully, we ask the City and the Port and its Commissioners to hit pause, and seek fresh, current input from a broad cross section its citizens and marina tenants as to what they would like done with this valuable property, if anything at all...

And if it does turn out that now is the time to pursue some form of development, we ask that all alternatives be considered as to ensure the highest and best use of this valuable property.

As for the Port's request of the City ⁵ ~~today~~, we ask the City to decline their request and instead work with the Port to explore alternative routes to achieve their objectives.

I now invite my fellow citizens to add any concerns that we may have missed.

Thank you for listening.

and to expand upon the concerns raised.
to community especially those elements of Davis' presentation that seemed controversial

Robert Dussault	Mary LaFleur	Lois Prinz Tally
Chad Moen	Leah Harris	Craig Kolbe
Ben Brannon	Todd Wyrick	Nicolas Taylor
H Michael Crawford	Chris Unfred	Timothy Unfred
Janet Mahan	Bob Reed	Taylor Johnson
Ron Kasel	Ruth Hunter	Katrina Williams
TJ Killmer	Carol Tesson Curtis	Howard Bean
Beverly Swanson	Eddie Murdock	Ron Sherin
Norma Sherin	Steve Demopolis	William Stune
Allen Workman	Bill Robertson	Callie Webber
Matt Koegel	Lea Mayberry	Laura Ree
Donald Lake	Brenda Hedstrom	Kevin Koechlein
Jan Horton	Hellen Lamborn	Sadie Butts
Dylon Sheffer	Jasper Clark	Darren Pearson
Tammie Jorgensen	Isabel Adkinson	Patty Williams
Carlann Copps	Sean Kasperbraber McCool	Frank "Marty" Martin
Gayle Gilbertson	Allison Easton	Anna Tasn
Candy Garvey	Rosetta Rae	DB Hark
Patrick Davis	Grace Perez	Cindy Cox
Kaaren Malson	David Gruye	Doug Cossel
Linda Ann Lipke	Margaret Tannahill	Gerri Denise Brunham-Jones
Scott Teerink	Paul Wolf	Elijah Zachry
Emily Hinkley	Siggy Jansen	Ron Olivier Jr.
Bette Anderson	Amey Corbin	Peter Lervik
Nathan Eugene Tankersley	Lesley Link	Julia Roos Simmons
Michelle Black Costanza	Chis Fraulovich	Rogelio Preciado
Tina Cartwright	Terry Johnson	Janet Sutton
Ron Kohler	Robbin Murdock	Duncan McCallie
Lynn Beagle-Oliver	Cheryl Bozarth	Cheryl Bell

George Bell

Evan Saxton

Mia Steinberger

Sara Ficklin

Anna Lewis

Kylie Melling

Ryan Broussard

Kristina Tucker

Brendy Martinez

John Byrd

Chelsea Henry

Bettina Sill

Scott Fultz

Don Smart

Pat Smart

John Gerner

Ann Gerner

Jerry Oram

Neal Forde

April Forde

Dan Stabbert

Raymond Ronbinson

Ron Rosenberger

Anacortes Residents Against Cap Sante Redevelopment

online
17 Signatures



Concerned Anacortes Residents Cap Sante Marina redevelopment started this petition to Port of Anacortes and Tether

The Port of Anacortes has proposed redevelopment of Cap Sante Marina basin to include the following changes to this important local space, immediately adjacent to downtown Anacortes:

- 1) Closure of 1/2 acre dog park on 9th and O to create event center parking

17 have signed. Let's get to 100!

Port of Anacortes Anacortes Residents Against Cap Sante

Share on Facebook

Send a Facebook message

Send an email to friends

Tweet to your followers

Copy link

Show this petition to more potential supporters

Revoke this petition

nce Group created a poll.

ALT Insurance Group created a poll.

February 11 at 1:51 PM · 🌐

OPPOSE Port of Anacortes Cap Sante redevelopment!

Join your neighbors in opposing the Port's proposed Event center and Port Administrative offices on the waterfront. Negative impacts:

- Closure of dog park & Transit Shed for events
- Noise in marina and Cap Sante basin and adjacent neighborhoods
- Increased traffic and lack of parking
- Expansion of RV park
- Impact on wildlife unknown

Do you want the Port of Anacortes to spend \$18 million on a unnecessary development instead of maintaining and improving the current facilities?

REGISTER your opposition below - choose which best describes you.

Please JOIN US at the City Council Meeting on Mon, Feb 24 @ 6pm to voice you opposition, Council Chambers 904 6th St.

Thank you for your support!

18% Oppose (as Marina Tenant) 🗳️

82% Oppose (as City Resident)

This poll has ended.

0% Votes

👤 You and 5 others

4 Comments 32 Shares

👍 Like

💬 Comment

➦ Share



ALT Insurance Group

February 9 at 9:05 PM · 🌐

Our mission is to maintain and improve the quality of life reflecting community expectations through a focus on public participation and employees-mayor-council teamwork.



Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

February 24, 2020
6:00 p.m.

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 2044, 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. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

Please print your name legibly so we can recognize you correctly in the minutes. Thank you!

Name	Topic
Ruth Hunter	marina X
Mary LaFleur	Marina ✓
John FERNER	MARINA ✓
Ron Kohler	Marina
JOHN BYZI	MARINA
DEAN FELTHOUS	MARINA
SALLY KRUSE	
GEORGE ORAM	MARINA
LEW RESBYBORG	ANACORTES
SCOTT FULTZ	MARINA
MAC MADENWALD	MARINA
Andy Harris	" "

Continue on back of sheet as needed

City Council Minutes – February 18, 2020

Mayor Laurie Gere called to order the Anacortes City Council meeting of February 18, 2020 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Matt Miller were present. Councilmember Ryan Walters was absent.

Mr. McDougall moved, seconded by Mr. Miller, to excuse the absence of Mr. Walters who was ill. The motion carried unanimously by voice vote. Mr. McDougall noted that Mr. Walters would participate in absentia in the Executive Session only, via telephone.

Executive Session

Mayor Gere announced that City Council and the City Attorney would convene in Executive Session per RCW 42.30.110 (i) for approximately 20 minutes to discuss potential litigation or litigation. The mayor advised that the regular meeting would then resume with no action having been taken. Councilmembers Jeremy Carter, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Matt Miller attended the executive session. Councilmember Ryan Walters participated in the executive session via telephone.

At approximately 6:14 p.m. Mayor Gere reconvened the regular meeting. No action was taken in the Executive Session.

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Public Works Committee: Ms. Moulton reported from the committee meeting earlier in the evening at which topics discussed included the Port's redevelopment of the Cap Sante boat basin and its planned presentation of same to City Council on February 24, 2020; grant opportunities for pursuing solar panels on the roof of the Operations shop and electric vehicle charging stations; and progress in contracting for a new metal roof for the Senior Activity Center.

Traffic Safety Committee: Ms. Moulton reported from the committee meeting earlier in the day at which topics discussed included parking conflicts surrounding the high school and cars speeding at the top of A Avenue. Mr. Miller added that the city was considering instituting a residential parking permit surrounding the high school which would require adoption by ordinance.

Public Comment

In light of the large crowd present, some of whom had signed up to comment on the Critical Areas Ordinance, Mayor Gere asked City Attorney Darcy Swetnam to address procedure. Ms. Swetnam reminded that public comment regarding the Critical Areas Ordinance was governed by the established legislative process which included public hearings before the Planning Commission that had already concluded. Ms. Swetnam said that the municipal code now allowed Council to establish additional public comment opportunities, which would likely be discussed later on the agenda, but that public comment on the critical areas regulations could not be accepted at the present meeting.

No one present wished to address the Council on any other topic.

Consent Agenda

Mr. Miller removed Item 6d, Resolution 2077: Declaration of Emergency for Longview Avenue Repairs, from the Consent Agenda.

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

- a. Minutes of February 10, 2020
- b. Approval of Claims in the amount of: \$513,932.85
- c. Resolution 2076: Waiving the State Competitive Bidding Requirements for the Purchase of a Cummins Mobile Generator

The following vouchers/checks were approved for payment:
EFT numbers: 96276 through 96329, total \$216,899.59
Check numbers: 96330 through 96355, total \$171,658.55
Wire transfer numbers: 563637 through 263818, total \$113,461.02

- d. Resolution 2077: Declaration of Emergency for Longview Avenue Repairs

Mr. Miller requested a staff update on the situation at Longview Avenue. Assistant Public Works Director Eric Shjarback reported on the recent failure of the very old 3-foot diameter corrugated pipe that carried Happy Valley Stream under Longview Avenue; he indicated that recent storm events had precipitated the failure. Mr. Shjarback reported that Welch Brothers Construction had begun emergency repairs on both the stormwater and the water pipes that had been damaged. He said some homes would be temporarily without water during working hours and that all homeowners were alerted. Mr. Miller moved, seconded by Mr. McDougall, to approve Consent Agenda Item 6d. The motion carried unanimously by voice vote.

OTHER BUSINESS

Appointment: Parks and Recreation Advisory Commission

Mayor Gere requested City Council confirmation of her appointment of former City Councilmember Brad Adams to the Parks and Recreation Advisory Commission for a term effective February 18, 2020 and expiring October 31, 2022. Mr. Young moved, seconded by Mr. Carter, to confirm the appointment. Vote: Ayes – Young, Cleland-McGrath, Moulton, McDougall, Miller and Carter. Motion carried.

Contract Award: 2020 Waterline Replacements #20-010-WTR-001

Mr. Shjarback requested City Council approval to award a contract in the amount of \$1,208,145.62 to SummitX Contractors, Inc. to perform the 2020 Waterline Replacements. Mr. Miller moved, seconded by Mr. Young, to authorize the Mayor to sign contract 20-010-WTR-001 with SummitX Contractors, Inc. in the amount of \$1,208,145.62 to perform the 2020 Waterline Replacements. Vote: Ayes – Cleland-McGrath, Moulton, McDougall, Miller, Carter and Young. Motion carried.

Resolution 2078: Updating the Unified Fee Schedule for Fiber Static IP Addresses

Administrative Services Director Emily Schuh presented Resolution 2078 to update the Unified Fee Schedule to include rates for static IP addresses for fiber customers. Ms. Schuh noted that the rates had previously been presented and discussed by Council at its February 10, 2020 meeting.

Mr. Young moved, seconded by Ms. Moulton, to adopt Resolution 2078.

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

Vote: Ayes – Moulton, McDougall, Miller, Carter, Young and Cleland-McGrath. Motion carried.

Critical Areas Regulations - Planning Commission Recommendation

Planning Director Don Measamer introduced Associate Planner Tess Cooper to present the Critical Areas Regulations Update. Ms. Cooper introduced the critical areas regulations, referring to her slide presentation which was added to the packet materials for the meeting. She summarized the governing legislation, the project timeline since commencement of the update in 2016, and the Planning Commission recommendation to City Council.

Ms. Cooper called Council's attention to Item D in the packet materials presenting topics needing review by Council and recommending additional public comment on some of those. Mr. Measamer then outlined a number of procedural options open to Council per AMC 19.16.090 and explained how the noticing requirements would affect hearing dates. Councilmembers expressed interest in offering additional public comment opportunity and in proceeding with review at a pace to allow consideration of the voluminous comment already received and fully review the draft document. Ms. Cooper presented a possible schedule for City Council review of the draft document. Councilmembers discussed alternative schedules with Mr. Measamer and Mayor Gere. Mayor Gere summarized Council's apparent consensus to have staff notice a public hearing before City Council beginning March 16, 2020 (the earliest possible date consistent with the notice requirements) which public hearing would be continued from meeting to meeting as Council considered each topic until Council determined it was ready to close the public hearing and begin deliberations. Mr. Measamer concurred. Council urged establishing and publishing a full schedule as early as possible.

There being no further business, at approximately 7:15 p.m. the Anacortes City Council meeting of February 18, 2020 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 February 24, 2020 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
264149	7/25/2019	5439711	US BANK	AANAUTIREF17 ADMINISTRATION FEES - IN ADVANCE 07/01/2019 - 06/30/2020	\$ 170.00	finance
264150	7/25/2019	5439707	US BANK	ANAUTGOREF05 ADMINISTRATION FEES - IN ADVANCE 07/01/2019 - 06/30/2020	\$ 300.00	finance
264151	7/25/2019	5439708	US BANK	ANAUTIBAB10 ADMINISTRATION FEES - IN ADVANCE 07/01/2019 - 06/30/2020	\$ 300.00	finance
264152	7/25/2019	5439710	US BANK	ANAUTIREV12 ADMINISTRATION FEES - IN ADVANCE 07/01/2019 - 06/30/2020	\$ 300.00	finance
264383	10/22/2019	83525766	INFOGROUP, INC	INFOGROUP	\$ 315.23	publib
264380	12/31/2019	9313902974	GRAYBAR ELECTRIC COMPANY, INC	NOKIA 7210 LINE CARD - 11/22 X 1 GBPS	\$ 2,402.27	fiber
264010	1/10/2020	001-455378	PISTON SERVICE OF ANACORTES	HYDRAULIC FITTINGS- #511	\$ 77.87	dshop
263929	1/12/2020	2-553331-31	DIAMOND RENTALS, INC.	TOILET RENTALS COMMUNITY GARDEN, 12/13/19	\$ 350.00	parks1
262927	1/13/2020	1997027	WASHINGTON TRACTOR, INC	BRUSHCUTTER	\$ 565.20	dshop
264378	1/24/2020	9314260359	GRAYBAR ELECTRIC COMPANY, INC	MUNICIPAL BROADBAND INSTALLATION - MATERIALS - 275 OF BID ITEM 3	\$ 3,874.07	fiber
264206	1/27/2020	20-018	PRECISION FIBER INC.	DEPLOYING SPLITTERS IN CBD	\$ 10,723.25	fiber
264211	1/28/2020	1003159329	CLEAN HARBORS	FLUORIDE SLUDGE REMOVAL	\$ 1,804.05	dwtpt
264356	1/29/2020	1991607481	ARAMARK	STA 3 MAT/MOP SERVICE - 1/29	\$ 21.74	medic
264213	1/29/2020	SLT-322721	LTI, INC.	ROAD SALT / SNOW & ICE SUPPLIES	\$ 4,510.70	dshop
264401	1/29/2020	ReimbOliveri	OLIVERI, DAVID	SUBSISTENCE - YAKIMA TRIP	\$ 41.00	medic
263305	1/30/2020	13261	NW COMMUNICATIONS, INC	CAR #023 RADIO ANTENNA	\$ 111.96	dshop
264413	1/31/2020	LTAC January 2020	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER EXPERIENCE ANACORTES	\$ 11,603.46	plan
264338	1/31/2020	3092473941	LEXISNEXIS	LEGAL ON-LINE RESEARCH JAN. 2020	\$ 322.25	legal
264154	1/31/2020	0173	SKAGIT COUNTY SOLID WASTE FUND	JANUARY TONNAGE HAULED	\$ 79,403.14	dshop
264040	1/31/2020	045-291390	TYLER TECHNOLOGIES, INC	PRINTER - CASHIERING STATION	\$ 1,764.20	infosys
264360	1/31/2020	102958801-0007152	WAVE	DIRECT INTERNET ACCESS (DIA) SERVICE - LIBRARY 2/1-2/29/20	\$ 1,469.82	fiber
264350	1/31/2020	3009541	ZOLL MEDICAL CORPORATION	MONITOR, WARRANTY & MANTAINENCE	\$ 40,445.42	medic
264352	2/3/2020	9314399344	GRAYBAR ELECTRIC COMPANY, INC	SLIMBOX WALLBOXES	\$ 890.12	fiber
264376	2/3/2020	IN934325	NOANET	PHASE 3 - FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT	\$ 1,890.00	pw1
264339	2/4/2020	900449	LAKESIDE EQUIPMENT CORPORATION	INFLUENT PUMP LOWER BEARING	\$ 10,073.00	dwwtp
263650	2/4/2020	001-457144	PISTON SERVICE OF ANACORTES	OIL FILTERS FOR STOCK	\$ 219.87	dshop
264391	2/4/2020	AFD FM Q4 19	SKAGIT 911	SPIILLMAN FEES: 4TH QTR 2019	\$ 1,937.42	medic
264381	2/5/2020	6765761	DEMCO, INC.	TECH SERVICES SUPPLIES	\$ 240.03	publib

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
264221	2/5/2020	ReimbDotzauer	DOTZAUER, TRAVIS	TRAINING PER DIEM REIMB; DOTZAUER - FBI NATL SCHOOL SHOOTING PREVENTION	\$ 114.00	apd
264217	2/5/2020	1456	FETTING POWER INC	CUMMINS GENERATOR- #9-911	\$ 34,600.00	dshop
264344	2/6/2020	111822	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 87.50	medic
264032	2/7/2020	582	AQUA-TERR SYSTEMS INC	VOLUNTEER PARK DOCUMENT EDITS	\$ 321.75	parks1
264219	2/7/2020	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 1/9-2/6/20	\$ 19.74	plan
264345	2/7/2020	220021977875	PUGET SOUND ENERGY INC	TSUNAMI SIREN WWTP 1/9-2/6/20	\$ 17.96	dwwtp
264375	2/7/2020	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGES- 01/09-02/06/20	\$ 66.35	dshop
264193	2/7/2020	1199453	SKAGIT PUBLISHING LLC	PUBLISH SVH-1991905 SVH-1991915	\$ 177.32	finance
263917	2/7/2020	S20205139	SUPERIOR SYSTEMS, INC	SUPER SACK HOPPER	\$ 5,148.33	pending
264337	2/7/2020	1330992	SURETY PEST CONTROL	MAINTENANCE SERVICE @ CEMETERY	\$ 50.00	pwfac
264089	2/8/2020	114840	LAKESIDE INDUSTRIES, INC.	1 1/4" & 1 1/2" ROCK SALES	\$ 400.77	dshop
264355	2/8/2020	114832	LAKESIDE INDUSTRIES, INC.	GRAVEL - ACE OF HEARTS PARK	\$ 162.75	parks1
264366	2/10/2020	AN 71064	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 91.56	medic
264147	2/10/2020	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 2/19-3/18/20	\$ 231.31	finance
264148	2/10/2020	8493 30 017 0490698	COMCAST	CITY HALL INTERNET CONNECTION 2/20-3/19/20	\$ 186.15	finance
264226	2/10/2020	014974309	GALLS, LLC.	UNIFORM SHIFTS; RECORDS ERIKSON	\$ 221.69	apd
264227	2/10/2020	014974308	GALLS, LLC.	UNIFORM SHIFTS; RECORDS MCDERMOTT	\$ 50.88	apd
264228	2/10/2020	014974307	GALLS, LLC.	UNIFORM SHIRTS; RECORDS INGRAM	\$ 101.79	apd
264229	2/10/2020	014974289	GALLS, LLC.	UNIFORM SHIRT; NEW OFC SCHOLTEN	\$ 134.77	apd
264230	2/10/2020	014974319	GALLS, LLC.	UNIFORM SHIRTS; NEW OFC SCHOLTEN	\$ 134.77	apd
264087	2/10/2020	41600347573	LES SCHWAB TIRE CENTERS	FLAT TIRE REPAIR- #035	\$ 27.16	dshop
264088	2/10/2020	001-457558	PISTON SERVICE OF ANACORTES	FITTING- #605	\$ 5.72	dshop
264393	2/10/2020	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 1/7 - 2/5	\$ 1,250.65	medic
264379	2/10/2020	14860	THE PLUMBING GUYS, INC	FAUCET REPAIR @ ASAC	\$ 85.87	pwfac
264037	2/11/2020	19-119-SEW-0011	ALLIED TRENCHLESS	RETAINAGE RELEASE	\$ 9,990.00	pw1
264156	2/11/2020	275412A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 150.71	pwfac
264199	2/11/2020	8498 30 017 0464628	COMCAST	WA PARK INTERNET 2/21-3/20/20	\$ 106.15	finance
264336	2/11/2020	INV2099785	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 1/8-2/7/20	\$ 449.79	finance
264224	2/11/2020	014985462	GALLS, LLC.	UNIFORM SHIFTS; RECORDS MCDERMOTT	\$ 59.90	apd
264349	2/11/2020	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY 1/11/20-2/10/20	\$ 343.66	dwwtp
264347	2/11/2020	103308038	RICOH USA, INC	S/N C32029555 CITY HALL COPIER 3RD 2/1-2/29/20	\$ 378.00	finance
264371	2/11/2020	AFD FM Q3 19	SKAGIT 911	3RD QTR 2019 SPILLMAN FEES	\$ 2,841.53	medic
264212	2/12/2020	212142-5	BIRCH EQUIPMENT CO., INC	TRENCHER, WALK BEHIND TRACK	\$ 273.43	wdist

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
264392	2/12/2020	AN 71120	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 14.85	medic
264091	2/12/2020	5016004347	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 576.62	finance
264354	2/12/2020	20-04541	EDGE ANALYTICAL, INC	LAB TESTING	\$ 104.55	dwhtp
264340	2/12/2020	40021.74	FOSTER GARVEY PC	SOLID WASTE MANAGEMEN T- MATTER #74	\$ 1,253.50	legal
264341	2/12/2020	40021.96	FOSTER GARVEY PC	WATER TREATMENT PLANT MATTER NO. 96	\$ 15,691.98	legal
264342	2/12/2020	40021.103	FOSTER GARVEY PC	CLEAN WATER ACT/CITIZEN SUIT-MATTER #103	\$ 13,451.00	legal
264223	2/12/2020	014996584	GALLS, LLC.	UNIFORM PANT; NEW OFC SHCOLTEN	\$ 62.34	apd
264093	2/12/2020	41600347624	LES SCHWAB TIRE CENTERS	FLAT TIRE REPAIR- #030	\$ 123.16	dshop
264200	2/12/2020	1095113760	MALVERN PANALYTICAL, INC.	CUVETTES FOR ZETA	\$ 245.92	dwtp
264195	2/12/2020	3986-459547	O'REILLY AUTO PARTS	BEAD LUBE- SHOP	\$ 37.38	dshop
264092	2/12/2020	001-457712	PISTON SERVICE OF ANACORTES	QUICK SEAL- #142	\$ 10.86	dshop
264146	2/12/2020	001-457811	PISTON SERVICE OF ANACORTES	PENETRATING OIL, PAINT- #212	\$ 26.01	dshop
264365	2/12/2020	241706	SKAGIT FARMERS SUPPLY	ETHANOL FREE UNLEADED	\$ 60.64	dwtp
264373	2/12/2020	1199821	SKAGIT PUBLISHING LLC	PUBLISH AA-1991252 AA-1991254 AA-1991940 AA-1992824	\$ 331.20	finance
264208	2/12/2020	331 0504373	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 87.89	dwtp
264209	2/12/2020	48479697	UNIVAR USA INC	FLUORIDE	\$ 1,807.14	dwtp
264346	2/12/2020	ReimbWhyte	WHYTE, HARRY	TRAVEL MEAL REIMBURSEMENT FOR HARRY	\$ 20.00	dwhtp
264348	2/12/2020	ReimbZurcher	ZURCHER, LOUIE	MEAL FOR TRAINING	\$ 20.00	dwhtp
264196	2/13/2020	1991629090	ARAMARK	OPS: MAT CLEANING	\$ 34.96	dshop
264197	2/13/2020	1991629089	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 77.76	finance
264222	2/13/2020	1991629083	ARAMARK	APD NYLON MATS CLEANED	\$ 16.31	apd
264361	2/13/2020	1991629079	ARAMARK	MAT & MOP SERVICE: 2/13	\$ 21.74	medic
264364	2/13/2020	1991629080	ARAMARK	STA 1 MAT/MOP SERVICE: 2/13	\$ 21.74	medic
264394	2/13/2020	974305	LIFE ASSIST, INC	PEEP VALVE, RESUSCITATOR	\$ 350.49	medic
264155	2/13/2020	MV229128	MOTOR TRUCKS, INC	D-2 GOVERNOR #202	\$ 52.20	dshop
264153	2/13/2020	001-457841	PISTON SERVICE OF ANACORTES	WIPER BLADES- #024B	\$ 22.68	dshop
264194	2/13/2020	001-457925	PISTON SERVICE OF ANACORTES	RV PLUG CONNECTOR- #861	\$ 18.48	dshop
264370	2/13/2020	001-457920	PISTON SERVICE OF ANACORTES	RV PLUG CONNECTOR- SHOP	\$ 46.20	dshop
264207	2/13/2020	111861	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$ 87.50	dwtp
264220	2/14/2020	4381	ANACORTES TOWING, LLC	TOWING; APD CASE 20-A01013	\$ 163.05	apd
264225	2/14/2020	REGIONALS 2020	DMCMA TREASURER	2020 DMCMA REGIONAL TRAINING - FOSTER	\$ 50.00	court
264231	2/14/2020	REGIONALS 2020	DMCMA TREASURER	2020 DMCMA SPRING REGIONAL TRAINING - TRIM	\$ 50.00	court
264367	2/14/2020	WABUR217854	FASTENAL COMPANY	FILTERS X 24	\$ 104.55	dwtp
264202	2/14/2020	19-073-FAC-0011	FLOORING CONNECTIONS	RETAINAGE RELEASE	\$ 7,079.02	pw1
264215	2/14/2020	9314399344	GRAYBAR ELECTRIC COMPANY, INC	OFS SLIMBOXES	\$ 890.12	fiber

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
264395	2/14/2020	974386	LIFE ASSIST, INC	ASSORTED EXAM GLOVES	\$ 478.28	medic
264205	2/14/2020	19-109-ERR-0011	N C POWER SYSTEMS CO	RETAINAGE RELEASE	\$ 3,542.29	pw1
264359	2/14/2020	001-457959	PISTON SERVICE OF ANACORTES	CALIPERS- #138	\$ 138.69	dshop
264362	2/14/2020	001-457981	PISTON SERVICE OF ANACORTES	CALIPERS- #155	\$ 102.80	dshop
264363	2/14/2020	001-457971	PISTON SERVICE OF ANACORTES	MINI LAMP- SHOP	\$ 17.98	dshop
264368	2/14/2020	001-457978	PISTON SERVICE OF ANACORTES	BRAKE FLUID- SHOP	\$ 18.91	dshop
264369	2/14/2020	001-457994	PISTON SERVICE OF ANACORTES	MINI LAMP- #032	\$ 13.74	dshop
264210	2/14/2020	ReimbRossi	ROSSI, JAMES	REIMBERSMENT PILOT PROJECT PURCHASES - ACE, ELECTRONIC DISTRIBUTING	\$ 33.15	dwwtp
264377	2/14/2020	2020-0223	THE WATERSHED COMPANY	PERIODIC REVIEW OF SHORELINE MASTER PROGRAM - THROUGH 1/31/20	\$ 185.00	plan
264372	2/14/2020	48483167	UNIVAR USA INC	CAUSTIC SODA	\$ 4,667.21	dwwtp
263902	2/15/2020	Feb 2020	KORTERUD, WAYNE D	INDIGENT SCREENING FOR FEBRUARY 2020	\$ 375.00	court
264353	2/15/2020	00005W5A83070	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK END 2-15-20	\$ 11.00	apd
264343	2/17/2020	1991632804	ARAMARK	LAUNDRY SERVICES	\$ 76.31	dwwtp
264357	2/17/2020	L877022	CORE & MAIN LP	WATER INVENTORY PARTS	\$ 674.83	wdist
264351	2/17/2020	021720	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 700.00	apd
264385	2/18/2020	19-008-TRN-0011	INTERMOUNTAIN SLURRY SEAL INC.	RETAINAGE RELEASE	\$ 10,314.40	pw1
264387	2/18/2020	18-033-TRN-0011	INTERMOUNTAIN SLURRY SEAL INC.	RETAINAGE RELEASE	\$ 10,196.39	pw1
264390	2/18/2020	001-458233	PISTON SERVICE OF ANACORTES	MICRO V BELT #7903	\$ 37.16	dshop
264399	2/18/2020	4979	SEAWESTERN, INC.	FIREFIGHTING BOOTS	\$ 429.35	medic
264374	2/18/2020	331 0505286	UNIFIRST CORPORATION	LAUNDRY SERVICE- WATER DEPT	\$ 65.81	wdist
264410	2/18/2020	026P7828	WESTERN TRUCK CENTER	ASSY, RH MIRROR HEAD, REMOTE #514	\$ 482.31	dshop

Total **\$309,980.48**



City Council Contract Agenda Bill

Meeting Date: 2/24/2020 **Agenda Item:** 5c

Subject: Contract Modification – WWTP Generator 7-912 Panel Rebuild 20-024-ERR-001

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Modification

Summary Statement: City staff seeks Council consent to issue a contract modification to N C Power Systems Co. in the amount of \$3,506.57, increasing the total contract price to \$47,426.00. The work provided for this project is rebuilding and upgrading the control panel of generator 7-912, repairing ATS, providing a Caterpillar XQ500: 500KW generator, and an electrician onsite for backup power connect/disconnect at the WWTP.

Background:

1. **Reason for Contract Change:** The contractor did not account for prevailing wages in their original price quote.
2. **History:** The generator at the WWTP is 28 years old and the electronic control panel is going out. Without this panel the generator will not run and will not supply the crucial back up power to the plant. The current panel is obsolete so the repair is a rebuilt and upgraded electronic control panel so that the generator can be controlled and the unit can supply power in case of a power outage.
3. **Key Terms:** increase of \$3,506.57, completion date is extended to 4/30/20.
4. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with N C Power Systems Co.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with N C Power Systems Co., under Contract 20-024-ERR-001, in the amount of \$3,506.57, increasing the total contract price to \$47,426.00.

Alternative Actions: N/A

Attachments: Contract 20-024-ERR-001 Modification 01

Consultant	N C Power Systems Co.
Original Agreement Amount	\$43,919.43
Current Agreement Amount	\$43,919.43
Change Per this Modification	\$3,506.57
Total After Modification	\$47,426.00
All Mods % of Total Contract Amount	33.41%
Earmarked Funds	\$252,000.00
BARS #	501.790.548.62.48
Paid on Contract as of 2/18/20	\$0
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	4/30/20



Contract Number 20-024-ERR-001
MODIFICATION 01

Date February 25, 2020

Page 1 of 1 Pages

Project Title **WWTP Generator 7-912 Panel Rebuild**

Prime Contractor **N C Power Systems Co**

BACKGROUND

This modification is issued in accordance with Article 19, Changes/Additional Work. The initial quote provided by the Contractor did not account for prevailing wages. The Contract price will increase from \$43,919.43 by \$3,506.57 to \$47,426.00 to provide an equitable price adjustment in consideration of changes in Work as described below under Article 1.

Accordingly, the following changes are incorporated under this contract:

Article 1. Scope of Work, insert the following second paragraph:

"The work as described above is hereby amended per Modification 01. The Contractor will perform the work as detailed in Exhibit A-1, which is hereby incorporated by reference and made a part hereof."

Article 2. Contract Price, the first sentence is revise to read:

"The Contractor will do the scope of work above for a total of **Forty-Seven Thousand Four Hundred Twenty-Six Dollars (\$47,426.00)**, which includes \$3,795.82 in 8.7% sales tax."

Article 4. Time of Completion, is revise to read:

"The Contractor shall complete the work by April 30, 2020."

All other terms of the contract remain unchanged.

CITY OF ANACORTES

N C POWER SYSTEMS CO.

By _____
Laurie Gere, Mayor

By _____

Date _____

Date _____

Original Agreement Amount	\$43,919.43	Original Contract Completion Date	3/31/20
Current Agreement Amount	\$43,919.43	Current Contract Completion Date	3/31/20
Change Per this Modification	\$3,506.57	Net Change	30 Days
Total After Modification	\$47,426.00	Contract Completion Date After Change	4/30/20

CITY OF ANACORTES **ACCOUNTS PAYABLE**
PO BOX 547
ANACORTES 98221-0547

CITY OF ANACORTES
CONTRACT 20-024-ERR-001
EXHIBIT A-1

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	Work Order No.
9996001	WIL LUDEMANN	360-293-1931		
QUOTE NO.	P.O. NO.	DATE	Email	
157701		2019-10-31		
MAKE	MODEL	SERIAL NO.	UNIT NO.	
AA	3508	023Z03459		
NOTES				

SEGMENT: 01 REPLACE ELEC MODULAR CONT PANEL ()
 NOTES:
 THIS QUOTE IS TO UPDATE CUSTOMERS EMCP-2 PLUS
 CONTROL PANEL TO A EMCP 4.2, PROGRAM,
 AND TEST UNIT.

Parts

Part Number	Description	Qty	Unit Price	Ext Price
4656747	PANEL GP-ELE	1	4,148.15	4,148.15
1251302	SWITCH AS	1	78.96	78.96
186-3736	SOCKET-CONNE	1	1.10	1.10
9H1958	BREAKER	1	57.35	57.35
4426212	SWITCH-OPERA	1	30.04	30.04
4426215	BLOCK-CONTAC	1	14.09	14.09
9X9591	CONTROL G	1	450.96	450.96
2790515	CONT GP	1	594.65	594.65
2807028	FILM-GRAPHIC	1	15.09	15.09
9W2275	RESISTOR	2	0.22	0.44
2468151	SENSOR AS-EL	1	74.83	74.83
2468150	SENSOR AS-EL	1	68.98	68.98
4309449	SENSOR GP	1	132.16	132.16
4W5972	KNOB	1	9.12	9.12
1279069	POT, 2 WATT HZ CON	1	24.33	24.33
7C4550	SEAL	1	8.47	8.47
5L5180	WASHER	1	2.65	2.65
2340275	CONTROL AS	1	1,105.97	1,105.97
2449606	HARNESS AS	1	393.75	393.75
3565379	CONT GP	1	692.90	692.90
1532707	CM E-CABLE	800	0.19	152.00
M3P01-CDL-1939 J1939 CONVERTER		1	2,292.50	2,292.50
Total Parts:				10,348.49

Labor

Description	Qty	Ext Price
LABOR TO UPGRADE EMCP, PROGRAM AND TEST	40	7,960.00
SHOP LABOR TO CUSTOM BUILD PANEL	20	3,020.00
Total Labor:		10,980.00

Misc

Description	Qty	Ext Price
MISC PARTS/SENSORS/E-STOP	1	4,500.00
ELECTRICIAN ONSITE CONNECT/DISCONNECT A TOTAL OF TWO ROUND TRIPS	1	3,000.00
Total Misc:		7,500.00
Segment 01 Total:		28,828.49

SEGMENT: 02 REMOVE AND INSTALL VOLTAGE REGULATOR ()
NOTES:
RECOMMENDED WORK TO BE PERFORMED..

Parts

Part Number	Description	Qty	Unit Price	Ext Price
365-2076	REGULATOR AS	1	896.36	896.36
Total Parts:				896.36

Labor

Description	Qty	Ext Price
REPLACE REGULATOR AS	4	796.00
Total Labor:		796.00

Misc

Description	Qty	Ext Price
MISC SUPPLIES	1	100.00
Total Misc:		100.00
Segment 02 Total:		1,792.36

SEGMENT: 03 INSTALL CONTROL SWITCH ()
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
K601800-002	CONTROLLER	1	2,205.20	2,205.20
Total Parts:				2,205.20

Labor

Description	Qty	Ext Price
WWTP GEN #7-912 ASCO ATS SWITCH REPLACEMENT CONTROLLER	2	398.00
Total Labor:		398.00

Segment 03 Total: 2,603.20

SEGMENT: 04 TURBOCHARGER ()
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
6V2696	SEAL G	2	18.19	36.38
5P9890	SEAL	1	8.87	8.87
1245514	COUPLING	1	128.03	128.03
8N6309	ELEMENT A-A	2	126.49	252.98
8N2555	FILTER	2	18.91	37.82
7W8009	HOUSING	2	874.43	1,748.86
9N2038	CLAMP A-TURB	1	49.48	49.48

5P7001	SPACER	2	23.38	46.76
7N4895	GASKET	1	2.75	2.75
1S4810	GASKET	1	0.95	0.95
1S6595	GASKET	1	0.79	0.79
6L1694	GASKET	1	0.96	0.96
4W1596	SEAL	8	11.19	89.52
2N2765	BOLT	4	9.91	39.64
2N2766	LOCK NUT	4	5.60	22.40
1215736	GASKET	1	5.94	5.94
			Total Parts:	2,472.13

Labor

Description	Qty	Ext Price
WWTP GEN # 7-912 - RUNNING THE OVERHEAD AND TIMING OF INJECTOR REPAIR LEFT TURBO HOT HOUSING EXHAUST LEAK	16	3,184.00
	Total Labor:	3,184.00

Segment 04 Total: 5,656.13

SEGMENT: 05 ADD FIELD SERVICE ()
NOTES:

Misc

Description	Qty	Ext Price
ADMINISTRATIVE FEE	1	250.00
Total Misc:		250.00

Segment 05 Total: 250.00

SEGMENT: 98 TRAVEL TO/FROM TRAVEL & MILEAGE CHARGES ()
NOTES:

Misc

Description	Qty	Ext Price
TRAVEL TIME - SEG #3 #4	1	1,000.00
Total Misc:		1,000.00

Segment 98 Total: 1,000.00

SEGMENT: 99 TRAVEL TO/FROM TRAVEL & MILEAGE CHARGES ()
NOTES:

Misc

Description	Qty	Ext Price
TRAVEL TIME - SEG #1 #2	1	3,500.00
Total Misc:		3,500.00

Segment 99 Total: 3,500.00

Total Segments: 43,630.18

TOTAL ESTIMATE 43,630.18

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 10th Prox.
- Sales Taxes where applicable are not included with the above prices.



City Council Contract Agenda Bill

Meeting Date: 2/24/2020

Agenda Item: 5d

Subject: Contract Award - Ambulance Purchase #20-070-ERR-001

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 \$243,978.45 to Braun NW Inc. for the Ambulance Purchase. The contract piggybacks on Houston-Galveston Area Council of Governments (HGAC) [Contract AM10-18](#), and provides for a new 2020 North Star 167-1 Ambulance.

Background:

1. **History:** This vehicle will replace #219 which has met its life-cycle and is starting to require more maintenance. We have been working on specs for this truck for months and it has a 9 month build time. We will surplus or re-purpose the old unit. We intended to remount the old med module to a new chassis like we did in 2017 but it was not cost effective this time.
2. **Key Terms:**
 - Total contract price of \$243,978.45 which includes \$18,281.45 in sales tax.
3. **Competitive Bidding:** The City has a cooperative purchasing agreement with the State of Washington and is procuring this vehicle through Houston-Galveston Area Council of Governments (HGAC) Contract AM10-18.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 20-070-ERR-001 with Braun NW Inc. in the amount of \$243,978.45 for the Ambulance Purchase.

Alternative Actions: Reject the contract

Attachments: Contract 20-070-ERR-001

Contractor	Braun NW Inc.
Contract Amount	\$243,978.45
Earmarked Funds (2020 motor pool vehicles)	\$553,000.00
BARS #	501.790.594.48.60
Budget Amendment Required?	No
Start Date	Inception
End Date	280 days



City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221

PURCHASE ORDER 20-070-ERR-001

VENDOR: Braun NW Inc.
Tami McCaullum
150 N Star Drive
PO Box 1204
Chehalis, WA 98532

Date: February 25, 2020
Contact: WiL Ludemann
Department: Public Works Department
Equipment Rental
(360) 293-1921
ludemannw@cityofanacortes.org

Email: TamiMcCallum@braunnorthwest.com
Phone: 800-245-6303

FOB: Braun Northwest Inc.
Chehalis, WA 98532

Terms : Ninety percent (90%) payment due
upon receipt of vehicle. Balance due
in thirty (30) days

Delivery: Approximately 240-280 Days

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	New/Unused 2020 North Star 167-1 Ambulance, as specified in Exhibit A. This Work is subject to: - Quote dated 2/12/20 and Specifications, incorporated as Exhibit A, - Houston-Galveston Area Council of Governments (HGAC) Contract AM10-18, which is incorporated as Exhibit B, - and in accordance attached Exhibit C, Special Provisions which details the other terms applicable to this Purchase Order. The aforementioned Exhibits A through C are hereby incorporated by reference and made a part hereof.	EA	\$225,697.00	\$225,697.00
Sum Total					\$225,697.00
Sales Tax @ 8.1%					\$18,281.45
Total Price					\$243,978.45

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

BRAUN NW INC.

CITY OF ANACORTES

Laurie Gere, Mayor

Date

Date



150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

REVISED HGAC PROPOSAL

FEBRUARY 12, 2020

CITY OF ANACORTES

ATTN: WIL LUDEMANN

ATTN: CHIEF DAVID OLIVERI

2201A 37TH STREET

ANACORTES, WASHINGTON 98221

RE: ONE (1) 2020 NORTH STAR 167-1 AMBULANCE

BRAUN NORTHWEST IS PLEASED TO OFFER THE FOLLOWING PROPOSAL WHICH IS BASED UPON HGAC CONTRACT AM10-18:

ONE (1) 2020 NORTH STAR 167-1 AMBULANCE ON A 2020 RAM 4500 4X4 AMBULANCE PREP DIESEL CHASSIS PER ENCLOSED SPECIFICATIONS DATED 2/10/20 AND DRAWINGS TO FOLLOW.

BASE PRICE HGAC CA06	\$165,884.00
PUBLISHED/UNPUBLISHED OPTIONS TAKEN	\$ 58,813.00
HGAC FEE	\$ 1,000.00
TOTAL F.O.B. CHEHALIS, WA	<u>\$225,697.00</u>

Sales tax not included

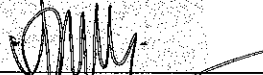
F.O.B.: CHEHALIS, WASHINGTON

DELIVERY: APPROXIMATELY 240-280 DAYS ARO.

TERMS: NINETY PERCENT (90%) PAYMENT DUE UPON RECEIPT OF VEHICLE. BALANCE DUE IN THIRTY (30) DAYS.

Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.

**Respectfully Submitted by:
BRAUN NORTHWEST, INC.**


Talmi McCallum, V.P. Sales

Date: 2/12/2020

**We agree to accept the above proposal:
CITY OF ANACORTES**

Signature	Date
<u>Laurie Gere</u>	<u>Mayor</u>
Printed Name	Title

TM/sel
cc JY
Enclosure: Specifications.



EMERGENCY VEHICLES

www.braunnw.com

Braun Northwest, Inc.
DETAILED SPECIFICATIONS
FOR
CITY OF ANACORTES FIRE DEPARTMENT
ANACORTES, WASHINGTON

1 **CHASSIS**

1.01 **OEM CHASSIS**

- 2020 Ram 4500 ST, Regular Cab 4 x 4, meeting all the specifications of Section 1.01.
 - 3 year/36,000 mile Basic Limited Warranty
 - 5 year/100,000 mile Powertrain Limited Warranty
 - Special Emissions-Emergency Vehicle Fire Rescue Prep Package
 - Dual Rear Wheels
 - Provided by Braun Northwest

1.01.01 **SPECIFIC RATINGS**

- Drive – 4 x 4
- G.V.W.R. – 16,500 lb.
- Front Axle – 7,250 lb.
- Rear Axle – 12,000 lb.
- Wheelbase – 192.5"
- Cab to Axle – 108"
- Front Spring Capacity – 7,250 lb.
- Rear Spring Capacity – 12,000 lb.
- Rear Differential – 4.44 ratio, Anti-Spin Differential Rear Axle

1.01.02 **POWER TRAIN**

- Engine
 - 6.7L I6 Cummins Turbo diesel, B-20 Bio Diesel capability with manual regen
 - Diesel Emission Fluid (DEF) System
 - Engine Block Heater (Cold Weather Group)
 - Diesel exhaust brake
- Heavy duty type air cleaner
- Engine Cooling System
- Transmission
 - Six speeds Heavy Duty Automatic, AISIN AS69RC
 - Auxiliary transmission oil cooler
 - Electronic Shift on the Fly (DK3)
- Exhaust System
 - System complies with Federal Motor Carrier Safety Regulations, Part 393.83
 - Suspended using three hangers, excluding manifold attachment
 - Discharge at right rear side of module
 - Tailpipe shall not terminate within twelve inches of the vertical axis of the fuel tank filler opening.

- 1.01.03 STEERING**
- Power Steering
 - Tilt steering wheel
- 1.01.04 SHOCK ABSORBERS/STABILIZER BARS**
- OEM Heavy-duty shock absorbers front and rear
 - OEM front and rear stabilizer bars
- 1.01.05X BRAKES**
- Heavy duty power assisted four-wheel ABS; Front and rear disc
 - **Trailer Brake Controller (XHC)**
 - Electronic Stability Control
 - Trailer Sway Damping
 - Hill Start Assist
 - Traction Control
- 1.01.06 TIRES AND WHEELS**
- Seven OEM 225-70R-19.5G Front All Position, Rear Traction
 - Seven OEM 19.5" steel wheels
 - Spare tire and steel wheel shipped loose
- 1.01.07 ELECTRICAL**
- Alternators – OEM Dual 220 Amp each (440 total)
 - Batteries – OEM Dual 730 CCA each
 - Voltage Monitoring Auto Idle-Up System
- 1.01.08 INSTRUMENT PANEL AND CONTROLS**
- Push-Button Start
 - Gauges
 - Speedometer
 - Tachometer
 - Fuel Level
 - Coolant Temperature
 - Oil Pressure
 - Voltmeter
 - Diesel Exhaust Fluid (DEF)
 - Information Center
 - Odometer/Trip Odometer
 - Engine Hour Meter
 - Diesel engine warning lights
 - Cruise Control
 - Audio – OEM AM/FM, with BlueTooth, audio input jack
 - Dual USB port
 - 12VDC auxiliary power outlet

1.01.09X

CAB EXTERIOR

- Trim Level – ST
- Horn – OEM dual note electric
- Chrome Appearance Group
 - Chrome bumper
 - Chrome grille
 - Chrome wheel caps
- Wheel Flares – Front, Black
- Tow Hooks – Two Front
- Windows – Tinted safety glass
- Windshield wipers – Variable, Intermittent
- Mirrors
 - Two black, Manual Folding Trailer Tow with convex
 - Supplemental signals and courtesy lamps
 - Power, heated glass
- Lighting
 - Halogen headlamps, Quad, automatic
 - Daytime running headlamps, low beam
 - Clearance lamps
 - **Fog Lamps (LNJ)**
- Fuel tank – OEM 52 Gallons

1.01.10X

CAB INTERIOR

- Seats – OEM
 - Vinyl bench seat 40/20/40
 - Delete front center seat
 - Combination lap and shoulder harness
 - **Red Seatbelts (CGQ)**
- Climate Control – OEM
 - Heavy duty, fresh air, high capacity heater/defroster
 - Dehumidifying air conditioning system
- Interior Upgrade Package
 - Cloth headliner
 - Cloth sun visors
 - Interior Day/Night rearview Mirror
 - Map Light
 - Upgraded Door trim
 - Black vinyl floor covering
 - Power windows & power door locks
 - Remote keyless entry with fob
 - Anti-theft system

1.01.11

COLORS

- Exterior – Flame Red (PR4)
- Interior – Black/Diesel Gray

1.02 CHASSIS MODIFICATIONS

The following modifications will be made to the chassis by Braun Northwest.

1.02.04 EXHAUST HEAT SHIELDS

Shall be formed from 20 ga. galvanized steel sheets with stamped reinforcements and formed edges. Access openings shall be provided for shock absorber, mounting bolts, etc. Heat shields shall be bolted to chassis frame and extend from back of cab to the frame cross member just behind the rear axle.

1.02.05X RUNNING BOARDS

Running boards made of 0.125" NFPA-embossed aluminum diamond plate with full-length aluminum diamond plate as the step surface and integrated splash guards fore and aft shall be installed on both sides of the chassis. The running boards shall be flared toward the front corners of module, and the entire assemblies shall be securely mounted with stainless steel 1/4"-20 truss head bolts.

1.02.08 RECOVERY EYES

Two rear recovery eyes, rated at 10,000 lb. per pair, shall be installed in 6.75"W x 6.75"H x 4.375"D recessed pockets. Eyes shall be 1.8125"D, bolted to frame. These eyes shall not be used for towing or lifting of emergency vehicle.

1.02.09 MUD FLAPS

Mud flaps with the "NORTH STAR" logo shall be installed behind each rear wheel.

1.02.10 TIRES AND WHEELS

OEM wheels shall be removed, painted black and reinstalled.

1.02.14A SUSPENSION SYSTEM

The OEM rear stabilizer bar shall be removed and a LiquidSpring suspension system shall be installed, with a kneeling feature to activate when the rear streetside patient compartment entrance door opens within 60 minutes of the chassis ignition being turned off. An override switch shall be provided on the curbside rear wall, accessible from rear curbside door. The LiquidSpring control panel shall be installed on the chassis dash to the left of the steering wheel.

1.02.21X CHASSIS LIGHTING

A Whelen #3SR00FRR Red Lens Red LED flasher shall be installed overhead in the cab headliner (between visors) to warn the driver of an open module passage or compartment door (Section 6.12 related). An etched "DOOR OPEN" label shall be installed above the light.

One 3" Whelen #3SR0CDRR Red LED light shall be installed in the cab headliner, above the passenger side. An on/off switch shall be located on the driver's console (Sections 6.09X and 6.11X related).

1.02.31X STATION EXHAUST

The exhaust system shall be modified to discharge at the curbside at 90 degrees for customer's MagnaGrip station exhaust system.

1.02.35 KEY(S)

Two additional vehicle key fobs shall be added to OEM vehicle remote keyless system for a total of four. Fobs shall be shipped loose (Section 8.01 related)

1.02.43

CHASSIS MODIFICATIONS

A 2" cloth secondary cab doorstop strap shall be provided for the cab doors.



1.03

MODULE-TO-CHASSIS MOUNTING SYSTEM

1.03.01

MODULE MOUNTING SYSTEM

The module shall be bolted to the chassis frame in no fewer than twelve locations. Each mounting location shall include a hard rubber isolation pad between the chassis frame and the module lateral. The rearmost lateral(s) shall be connected to the frame extensions with 5/8" grade 8 bolts. All remaining laterals shall be connected with vertical 3/4" grade B7 eye bolts fastened to the frame rails with horizontal 3/4" grade 8 hex bolts. All bolts shall be secured with locking nuts.

1.03.02

CAB-TO-MODULE ATTACHMENT

The module shall be connected to the cab with a flexible watertight boot to allow cab-body flex as designed by the chassis manufacturer. The chassis back shall be replaced by an aluminum insert covered with black-painted polyurea thermoplastic elastomer. The insert shall be installed with 0.25" stainless steel bolts, and a stainless-steel threshold shall be installed to protect the bottom of the walk-thru (Section 2.13 related).

2 MODULAR CONSTRUCTION

All material utilized shall be of the correct type, alloy, and thickness to withstand the intended usage and provide protection against cracking, corrosion, or metal fatigue. All materials utilized shall be of open stock origin, commonly available through local sources, for rapid and economical repair or modification of the body. Any use of proprietary parts or materials in the construction of the body is unacceptable, due to potential delays or difficulties in future repairs or service. **NO EXCEPTIONS TO BE TAKEN IN THIS AREA.** This specification has been designed and written to fill specific needs of this agency. Where brand name, make, or model of equipment has been specified, no exceptions will be allowed. Where compartment and cabinet sizes have been specified, bidder must bid substantially (plus or minus 1") the size specified. The module shall have a transferable lifetime structural warranty.

2.01 **MATERIAL**

<u>EXTRUSIONS</u>	<u>SIZE</u>	<u>ALLOY</u>
Structural Tubing	1" x 2" x 0.125" sq.	6063-T52
Structural Tubing	2" x 2" x 0.125" sq.	6063-T52
Cross Members	3" x 3" x 0.375"	6061-T6
Cross Members	1.5" x 3" x 0.25"	6061-T6
<u>FORMED SHEETING</u>	<u>SIZE</u>	<u>ALLOY</u>
Skin/Roof/Compartments/Subfloors/Doors	0.125"	5052-H32
Interior Cabinets	0.090"	5052-H32
Diamond Plate	0.125"/0.08"	3003-H32
Stainless Steel	16 ga., 20 ga.	304 # 4B

2.02 **MODULE DIMENSIONS**

Drop Skirt	4.00 "
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Overall Vehicle Dimensions (Specifications are listed as minimums.)

Length	25 '	2 "	302.00 "
Width (excluding mirrors)	8 '	0 "	96.00 "
Height (Approximate)	9 '	4.75 "	112.75 "

Exterior Module Dimensions (Specifications are listed as minimums.)

Length	13 '	11 "	167.00 "
Width	8 '	0 "	96.00 "
Height	8 '	0.375 "	96.38 "

Interior Dimensions (Specifications are listed as minimums.)

Length	Forward Wall to Rear Wall	159.00 "
Width	Left Wall to Right Wall	91.00 "
Floor Width	Left Cabinets to Squad Bench	50.00 "
Height	Floor to Ceiling	76.00 "

Load Height (Approximate)	38.00 "
With suspension dumped	33.50 "

2.03**STRUCTURAL FRAMING**

Sidewall and rear wall construction shall consist of 2" x 2" x 0.125" aluminum square tubing extensions welded together with a maximum of 14" centers. 1" x 2" x 0.125" aluminum tubing may be utilized in addition to 2" x 2" tubing to accommodate custom compartment sizes. The bottom of the wall structure shall be sealed with welded 2" x 2" tube, 2" x 2" angle, or 0.125" plate depending upon location. Wall structure shall be capped with 2" x 2" x 0.125" header upon which 2" x 2" x 0.125" roof structure is welded. This process provides a unitized roll cage structure for greater occupant safety. The front wall structure shall be constructed of a minimum of 1.250" x 3.875" x 0.125" formed aluminum channel to allow ample space for wiring raceways, heater A/C hoses, and cold air return duct.

2.04**FOUNDATION SYSTEM**

The foundation system shall consist of a 0.125" aluminum sheet subfloor with foundation members securely welded under the subfloor. Transverse members (laterals) shall consist of 3" x 3" x 0.375" structural angles. 0.25" x 1.5" aluminum stringers shall span longitudinally between the laterals.

2.05**MODULE SEAMS**

All body and compartment seams at or below floor level shall be full-seam-welded. The entire perimeter of the subfloor shall be completely sealed with a caulking material, creating a watertight seam.

2.06**EXTERIOR SKIN**

A Norton NORBOND closed-cell, polyurethane foam tape with high-performance acrylic adhesive shall be utilized full length on all front and rear wall and roof frame members. A polyurethane adhesive sealant shall be applied to the edges of framing members that are bonded with NORBOND tape. An advanced two-part methacrylate structural adhesive shall be used to bond all side wall tubes to the exterior skin and door frames.

The module shall be constructed utilizing full-size sheet construction to minimize body seams. There shall be no corner or mid-body seams.

2.07**MODULE ROOF**

In order to improve module strength and minimize exposed seams, the roof shall be seamed transversely, shall be crowned, shall have a 1.5" radius along the edges, and shall be welded to 2" x 4" wall header tubes 4.75" below the roof line. The roof shall be supported by positive contact between sidewall framing and roof framing. All seams on the roof surface shall be continuously welded and body-worked on the outside. In order to avoid the possibility of paint and/or weld cracking, no extrusions shall be used in the exterior construction of the roof or corners of the module.

A contoured, 3/8" aluminum plate, painted to match the module, shall be welded to the roof structure and project through the center of the roof to serve as anchorage for personal fall arrest equipment. The anchorage is designed and rated for a single person only.

2.08X**MODULE EXTERIOR COMPARTMENTS**

All compartments are constructed from formed 0.125" aluminum and are securely welded to the subfloor and structural framing. A baffled drain hole shall be provided in all exterior compartment bottoms that extend below the floor line. All exterior adjustable shelves shall be mounted on heavy-duty aluminum track, which is securely welded to compartment interiors. Each shelf shall support at least 300 lbs. of equipment.

Compartments shall be "**Sweep Out**" design without lips or flanges.

COMPARTMENT #1

Interior Dimensions – 32"W x 38"H x 20"D

Doorway Dimensions – 32"W x 39"H

Location – Streetside forward

Shelving – One adjustable

Door(s) – Single

Light(s) – One vertical LED strip light

Additional Instructions –

1. A strip of heavy-duty aluminum track shall be installed on the side back wall, aft, offset 3" from corner.
2. A black powder-coated angled corner bracket shall be installed on aluminum track, aft, for a *customer-supplied-and-installed* SCBA cylinder holder (Section 4.10A related).
3. A filtered vent shall be installed on the forward wall, for ventilation
4. Compartment shall be "**Sweep Out**" design.

COMPARTMENT #2

Interior Dimensions – 32"W x 38"H x 20"D

Doorway Dimensions – 32"W x 39"H

Location – Streetside forward of wheel well

Shelving – Two: one adjustable, one fixed

Door(s) – Single

Light(s) – One vertical LED strip light

Additional Instructions –

1. This compartment shall provide inside/outside access to interior and have a full width stainless steel threshold on the floor level shelf.
2. The 120VAC Power Box shall be installed below the floor, in the aft corner (Section 6.21X related)
3. Two 120VAC receptacles shall be installed on the aft wall, below floor level shelf (Section 6.21X related).
4. A 1000-watt inverter with perforated aluminum surround shall be installed in the lower forward corner (Section 6.31 related).
5. For ventilation, a filtered vent shall be installed on the aft wall, and a soffit vent on the back wall, in line with the inverter.
6. Compartment shall be "**Sweep Out**" design.

COMPARTMENT #3

Interior Dimensions – 29.5"W x 73"H x 20"D

Doorway Dimensions – 29.5"W x 74"H

Location – Streetside rear

Shelving – Two adjustable

Door(s) – Single

Light(s) – One vertical LED strip light

Additional Instructions –

1. Two strips of heavy-duty aluminum track shall be installed on the back walls, offset 3" from corners.
2. Two black powder-coated angled corner brackets shall be installed on aluminum track, one forward and one aft, for *customer-supplied-and-installed* SCBA cylinder holders (Section 4.10A related).
3. A filtered vent shall be installed on the aft wall.
4. Compartment shall be "**Sweep Out**" design.

COMPARTMENT #4

Interior Dimensions – 30"W x 76"H x 20"D

Doorway Dimensions – 30"W x 70"H

Location – Curbside rear

Shelving – One 16.5"W adjustable bin type

Door(s) – Single

Light(s) – One vertical LED strip light

Additional Instructions –

1. This compartment shall have a welded bracket, painted to match the compartment, and three ratcheting straps with UHMW stiffeners set up for storage of a *customer-supplied-and-installed* H-size cylinder.
2. Two backboard restraining straps shall be installed on the aft wall. A formed stainless- steel gasket cover shall be installed on the lower doorframe edge so that backboards do not cut gasket material.
3. A boot-shaped bracket shall be installed by BNW in for storage of a *customer-supplied-and-installed* stair chair. Door skin shall have a corresponding pocket (Section 2.09.07X related).
4. A filtered vent shall be added to the aft wall of the compartment.
5. Compartment shall be "**Sweep Out**" design

COMPARTMENT #5

Interior Dimensions – 27.75"W x 39.5"H (upper) x 28"D

Doorway Dimensions – 25.75"W x 57.25"H

Location – Curbside forward

Shelving – See interior Cabinet #18

Door(s) – Single

Light(s) – Two vertical LED strip lights, one each above and below floor level

Additional Instructions –

This compartment shall have a full width stainless steel threshold on the floor level shelf and provide inside/outside access to Cabinet #18.

The below floor area shall be for general storage.

A timer switch to control the UV light shall be installed on the forward wall accessible from the exterior (Section 5.27 related).

2.09 MODULE DOORS

The doors shall be box pan formed with a total thickness of 2".

2.09.01 DOOR FRAME AND SEAL

Each door frame shall have a flange for the installation of an air cell hollow core 360-degree compression door seal. This seal creates watertight, dust-free compartment integrity. Door seal shall be knock-on type. Door frames shall be bonded to the adjacent tubes such that no exterior flange is required.

2.09.02 DOOR HINGES

Compartment and passage doors shall have full-length, piano-type, 2.5"W stainless steel hinges, positioned with 0.25" rivets at each end. The hinges shall be attached with #12 x 0.75" stainless steel truss head screws spaced 4" apart, sealed with Sikaflex. All curbside and streetside side-hinged doors shall be hinged on the forward sides, and all rear side-hinged doors shall be hinged on the outboard sides.

2.09.03 DOOR LATCHES

Exterior door handles shall be semi-flush, chrome-plated Eberhard E Grabber #21100. Passage doors shall have release handles on the inside of each door. All exterior doors shall have rotary latches and striker posts that meet FMVSS 206 requirements. Striker posts shall be adjustable and be secured with a nut from behind the door frame. The striker washer shall not be removed. Doors greater than 45" tall shall have double rotary latches activated by stainless steel rods. Once final adjustments have been made, threads shall have Loctite or equivalent applied. All double-door compartments shall have an exterior E Grabber handle and rotary latches on each door. Doors shall latch to doorframe-mounted striker posts only and not to one another. Curbside passage and rear curbside doors shall have interior handles with dual-point, rod-actuated, rotary latch systems that are lockable inside and out. All locks shall be keyed J236. Rear passage doors shall both have emergency release levers, one at the top and bottom of each door and accessible from the inside of the module.

2.09.04 COMPARTMENT DOOR CONTROL

A heavy-duty, double spring door control capable of holding the door open at approximately a 90-degree angle on any road surface shall be installed at the top of each compartment door.

2.09.05 CURBSIDE DOOR CONTROL

A heavy-duty, double spring door check capable of holding the door open at approximately a 90-degree angle on any road surface shall be installed at the top of the curbside passage door.

2.09.06 REAR DOOR CONTROL

Rear door controls shall be one grabber-type hold-open device with replaceable rubber catch, per door.

2.09.07X COMPARTMENT DOOR SKINS

Each compartment doorskin shall be made of 0.080" bright aluminum diamond plate, shall be removable, and have a latch service opening with a 2.25" x 4.5" black rubber plug for lubrication and service. Doorskins shall be secured with #8 pan head screws and Sikaflex. Red/white 1.5" conspicuity tape shall be installed on the outboard vertical edge of each door.

Recessed 2" Whelen #2GR00FR LED flashers with black grommets shall be installed in outboard lower corners of each compartment door, to flash when the door is open (Section 6.51 related).

Compartment #4 doorskins shall have a recessed pocket to accommodate a **customer-supplied-and-installed** stair chair (Sections 2.08 and 4.27 related).

2.09.08X ENTRANCE DOOR SKINS

Shall be high-pressure-laminate-covered 0.090" aluminum plate with 20" stainless steel kick panels on the side door and 16" stainless steel kick panels on the rear doors. A removable stainless-steel bezel shall be installed at mid-height on the door skin to provide access to the latch handles and electric lock motors. Red/white 1.5" conspicuity tape shall be installed on the top, bottom, and vertical edges of the side passage door and curbside rear door. The streetside rear door shall have conspicuity tape on the top and bottom edges. Red/Lemon Yellow chevron stripes shall be applied to the lower portion of each rear door (Section 3.05X related).

Two 3" Whelen #3SR00FRR LED flashers with black grommets shall be recessed, one each, in the lower portion of each rear passage door skin. Light shall activate when door is open (Section 6.51 related).

2.09.09X ENTRANCE DOORWAYS

One curbside and two rear module entrance doors shall be provided. The curbside doorway dimensions shall be 31"W x 77.75" H. The rear doorway dimensions shall be 49.75" W x 66"H.

2.09.10 THRESHOLDS

All compartment and module access doorframes shall have full width formed stainless steel threshold plates to protect the lower edge of frame.

2.10X MODULE INTERIOR CABINETS

Shall be formed of 0.090" aluminum and shall be securely welded or mounted to the structural framing. All interior adjustable shelves shall be mounted on 1" wide aluminum track.

CABINET #1 – Cool Cabinet

Dimensions – 13.5"W x 14.5"H

Interior Dimensions – To be determined at preconstruction meeting

Location – Streetside

Shelving – None

Door(s) – None

Additional Instructions –

1. A 12VDC Mermaid Medi-Kool climate-controlled drug box shall be installed in this location, with the compressor installed behind the unit and the control panel installed to the left, above the MedVault (Section 5.28 related). The cabinet shall be wired to be on with ignition or when the shoreline is connected. Details to be discussed at preconstruction meeting.

CABINET #2 – MedVault

Dimensions – 12.625"W x 9.5"H x 9"D

Location – Streetside

Additional Instructions –

1. A Wi-Fi enabled Knox MedVault2 with "rubber-ducky" antenna and recess-mount flange shall be installed in this location (Section 5.36 related).
2. Control panel for Mermaid Medi-Kool shall be installed above the MedVault.

CABINET #3 - Restocking

Dimensions – 41.875"W x 12.5"H x 15.75"D

Framed Opening – 36.325"W x 8.9375"H

Location – Streetside, upper center

Shelving – None

Lighting – LED under-cabinet strip light (Section 6.14 related)

Door(s) – Sliding, clear 0.177" acrylic with felt lined anodized aluminum track in pre-formed, aluminum frame, hinged at top with gas shock lift system, latch, and full extruded aluminum door pulls.

Additional Instructions – None

CABINET #4 - Restocking

Dimensions – 41.875"W x 12.5"H x 15.75"D

Framed Opening – 36.325"W x 8.9375"H

Location – Streetside, upper rear

Shelving – None

Lighting – LED under-cabinet strip light (Section 6.14 related)

Door(s) – Sliding, clear 0.177" acrylic with felt lined anodized aluminum track in pre-formed, aluminum frame, hinged at top with gas shock lift system, latch, and full extruded aluminum door pulls.

Additional Instructions – None.

CABINET #5 – Drawers

Location – Streetside, forward of action area

Additional Instructions – This cabinet shall house eight 13"W x 5"H x 19"D metal drawers. Each drawer shall operate on slides rated at 300 lb. per set and have a gas shock hold open/closed device to ensure drawers do not accidentally open or close during operation of the vehicle. Drawers shall be of formed 0.125" aluminum construction, painted to match the interior. Each drawer shall have machine-stamped divider supports along the sides with four removable ABS dividers per drawer.

#6 – Action Area

Dimensions – 27"W x 32.75"H x 20"D

Location – Streetside

Additional Instructions –

1. A SSCOR 10 suction unit shall be installed at forward end of Action Area wall (different than shown in drawings, Section 5.13 related).
2. An oxygen outlet, attendant control panel, inverter status panel, digital thermostat, 120VAC GFCI receptacle, and 12VDC receptacle shall be installed on the aft end of Action Area wall.
3. The counter top shall be one-piece 16 ga., 304 stainless steel with a 0.5" aluminum retaining lip.
4. A 16"W x 5"H x 19"D metal drawer shall be installed below the aft end of countertop, facing aft (not shown in drawings). Drawer shall operate on slides rated at 300 lb. per set and have a gas shock hold open/closed device to ensure drawer does not accidentally open or close during operation of the vehicle. Drawer shall be formed of formed 0.125" aluminum construction, painted to match the interior. Drawer shall have machine-stamped divider supports along the sides with four removable ABS dividers.

CABINET #7

Dimensions – 33.25"W x 23.25"H

Location – Streetside, below action area counter

Additional Instructions –

1. Shall provide inside/outside access through Compartment #2.
2. The floor level fluid barrier shall have a stainless-steel lip with a beveled edge to create a 1.5" ramp into the exterior storage area.
3. Dimensions to be confirmed at preconstruction meeting.

CABINET #8 – Squad Bench with Storage

Dimensions – Bench: 47.5"W x 18.75"H x 20"D (overall length 57.75")

Storage: 47.5"W x 7.625"H x 20"D

Location – Streetside

Door(s) – Hinged aluminum bench lid, with high-density foam padding covered with seamless vinyl shall provide access to the storage area. It shall have a 1.5" overhang, an automatic hold-open device, and stainless-steel paddle latch. The pad shall be removable.

Additional Instructions –

1. The bench seat back and/or head pads shall have high density foam padding covered with seamless vinyl. Two sets of two-point automatic locking retractor seatbelts shall be installed on the bench.
2. The bench base to be formed from aluminum and securely anchored to sub-floor. The bottom and sides of the storage area shall be sprayed with textured gray polyurea thermoplastic elastomer and painted white with gray splatter.
3. A sharps and waste space sized for a Becton-Dickinson, 8.2 Qt., sharps container and a 7 Qt. waste shall be located at the aft end of the bench (Section 5.26X related). The sharps and waste shall be accessible and changeable through a hinged polycarbonate flip-up lid with a finger hole. Two access holes shall be added, centered over the Sharps container and the waste container.

CABINET #9

Dimensions – 11"W x 14"H x 17.5"D

Location – Curbside, rear

Shelving – None

Door(s) – Hinged clear polycarbonate with knob, magnets, and self-closing hinges.

Additional Instructions –

1. Shall provide inside/outside access to bin shelf in exterior Compartment # 4.

CABINET #10 - Restocking

Dimensions – 32.75"W x 12.75"H x 12.75"D

Framed Opening – 27.5"W x 9.0625"H

Location – Curbside, upper rear

Shelving – None

Lighting – LED under-cabinet strip light (Section 6.14 related)

Door(s) – Sliding, clear 0.177" acrylic with felt lined anodized aluminum track in pre-formed, aluminum frame, hinged at top with gas shock lift system, latch, and full extruded aluminum door pulls.

Additional Instructions – None

CABINET #11 – Meds Dispenser

Dimensions – 32.75"W x 12.75"H x 9"D

Location – Curbside, upper forward

Lighting – LED under-cabinet strip light (Section 6.14 related)

Door(s) – Hinged clear polycarbonate with gas shock lift system and twist/slam latch and extruded aluminum door pulls.

Additional Instructions –

1. This cabinet shall be setup as a pre-pack dispenser
2. Two full-width strips of aluminum track shall be installed on the ceiling of this cabinet, with nine adjustable painted aluminum dividers.

CABINET #12 – Squad Bench with Storage

Dimensions – Bench: 58.375"W x 18.75"H x 20"D (overall length 68.75")

Storage: 46.625"W x 8.125"H x 20"D (aft)

Location – Curbside

Shelving – None

Door(s) – Hinged aluminum bench lid, with high-density foam padding covered with seamless vinyl shall provide access to the storage area. It shall have a 1.5" overhang, an automatic hold-open device, and stainless-steel paddle latch. The pad shall be removable.

Additional Instructions –

1. The squad bench back and/or head pads shall have high density foam padding covered with seamless vinyl. Three sets of two-point automatic locking retractor seatbelts shall be installed on the bench with three additional lower receivers, set up for use with sit-up or stretcher patients (Section 5.14X related).
2. The squad bench base to be formed from aluminum and securely anchored to sub-floor. The bottom and sides of the storage area shall be sprayed with textured gray polyurea thermoplastic elastomer and painted white with gray splatter.
3. A sharps and waste space sized for a Becton-Dickinson, 8.2 Qt., sharps container and a 7 Qt. waste shall be located at the aft end of the bench (Section 5.26X related). The sharps and waste shall be accessible and changeable through a hinged polycarbonate flip-up lid with a finger hole. Two access holes shall be added, centered over the Sharps container and the waste container.
4. An oxygen outlet, 15-minute rotary timer, and a two-switch panel shall be mounted on the wall at the forward end of the bench (Sections 4.17, 5.11, 6.13X, and 6.16X related). An oxygen window and clock shall be installed on the forward-facing wall at the aft end of the squad bench (Sections 5.11 and 5.34 related).
5. A bench-end bar shall be installed at front edge of the bench (Section 5.34B related).

CABINET #13 - HVAC

Dimensions – 34.75"W x 16.5"H x 27.875"D

Location – Front, right upper

Additional Instructions – This cabinet shall house the heating/air conditioning unit.

CABINET #14 – Electrical Cabinet

Dimensions – 32.25"W x 15.125"H x 9"D

Location – Front, above the walk-thru

Shelving – None

Door(s) – Aluminum, hinged, swing up door with a hold-open device, a rotating non-keyed lock, and an automatic compartment light.

Additional Instructions – This cabinet shall house the electrical component module.

CABINET #15

Dimensions – 28"W x 15"H x 27.875"D

Location – Streetside, upper center

Shelving – One adjustable

Door(s) – Sliding, clear 0.177" acrylic with felt lined anodized aluminum track and full extruded aluminum door pulls.

Additional Instructions –

1. A 120VAC Smithworks fluid warmer with acrylic surround and a 120VAC GFCI receptacle shall be installed in the aft section (Section 6.35B related).

CABINET #16 – Inside/Outside Access

Dimensions – 28"W x 39.5"H x 27.875"D

Location – Front, right lower

Shelving – Two adjustable, flange down 1" x 1" towards exterior, and 2" flange turned up towards the interior.

Door(s) – None

Additional Instructions –

1. This cabinet shall provide inside/outside access to Compartment #5.
2. Two 120VAC receptacles shall be installed on the back wall, inboard.
3. A timer switch to control the UV light shall be installed on the back wall accessible from the exterior (Section 5.27 related).
4. Four vents shall be installed in a vertical plenum on the aisle side of right front stack, spaced evenly.
5. The floor level lip of cabinet shall have a stainless-steel lip with a beveled edge to create a 1.5" ramp into the exterior storage area.

2.11A

SIDE DOORSTEP

A recessed curbside double side doorstep shall be provided which is 19" deep x 31" wide. There shall be a drain hole and an open grate step plate, which is removable for cleaning purposes. Polished aluminum diamond plate kick panel will be installed on the sides and face of doorstep.

2.13X

CAB TO MODULE PASSAGE

Shall be a walk-thru measuring 18"W x 37"H.

2.14

WHEELWELL LINERS

Shall be installed in the module over the rear wheels. The liners shall be formed of aluminum.

2.15

ELECTROLYSIS PREVENTION

All external materials and fasteners shall be selected to prevent electrolysis and corrosion due to dissimilar materials and exposure to the elements. The Module shall be painted before any exterior items (hinges, latches, door hold opens, etc.) are installed to provide an isolating film between dissimilar materials. Module body shall be properly grounded to avoid the conditions which may allow electrolysis to occur.

3

COATINGS AND FINISHES

3.01

MODULE FINISH PREPARATION

The module shall be seam sealed and all imperfections on aluminum surfaces of module shall be sanded smooth. The entire exterior shall be mechanically etched and washed with wax-and-grease-remover to ensure proper primer/sealant adhesion.

3.02

MODULE PRIMER

Module shall be sealed with a two-component, low VOC, direct-to-metal epoxy primer/sealant prior to applying the finish coat of acrylic urethane paint.

3.03

PAINT TYPE

Shall be Sherwin Williams acrylic urethane.

3.04X

COLOR SCHEME

Base color: to match Flame Red #GB-100236315

An additional clear coat shall be added to the module exterior paint.

Stripe #1	Color:	Ruby Red #82 and Lemon Yellow #81
	Width:	6"
	Style:	Diagonal stripes alternating between the two colors, Chevron
	Material:	Scotchlite
	Location:	Entire rear of module

Stripe #2	Color:	Ruby Red #82 and Lemon Yellow #81
	Width:	6"
	Style:	Diagonal stripes alternating between the two colors, Chevron
	Material:	Scotchlite
	Location:	Rear passage door skins, lower kick panels

3.04.01

CHASSIS COLOR

Chassis shall be OEM Flame Red (PR4) (Section 1.01.11 related).

OEM wheels shall be painted Black #GB-56590 (Section 1.02.10X related).

3.05

LETTERING/DECALS

Item # 1	Decal:	Star of Life
	Color:	Blue #680CR-75
	Size:	32"
	Material:	Scotchlite
	Location:	Module roof, centered

3.06

COMPARTMENT PAINT

All compartments shall be sanded, etched, washed, primed, coated with textured polyurea thermoplastic elastomer finish and painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748).

All shelves and trays shall be sanded, etched, washed, primed, and painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748).

3.07 INTERIOR CABINETRY FINISH

All interior cabinetry shall be sanded, etched, washed, primed, coated with textured polyurea thermoplastic elastomer, and painted white with light gray splatter paint. (G2-33631 Alt 2 / GLV-51748)

All drawers, shelves and trays shall be sanded, etched, washed, primed, and painted white with light gray splatter paint. (G2-33631 Alt 2 / GLV-51748)

3.08 MODULE UPHOLSTERY

Module upholstery material shall be Dove Gray Spradling Perform 60 seamless vinyl.

3.09 MODULE FLOORING MATERIAL

Shall be Genome (#TFM2702) Altro Transflor Meta Slip-Retardant Sheet flooring providing durability, ease of maintenance and stain resistance. It shall contain a high concentration of microscopic aluminum oxide particles and colored quartz crystals suspended throughout the thickness with silicon carbide grains in the entire wear surface for slip-retardant performance. It shall have a bacteriostat incorporated to give flooring excellent anti-bacterial activity and an overall thickness of 0.11" nominal. Flooring shall be manufactured for Wear Resistance to meet ASTM C 501, indentation resistance in accordance with ASTM F 1303 and ASTM F 970, Grade 1 standards, shall meet ASTM D 2047 Slip Retardant, ASTM F 970 Static Load, ASTM E648, CMVSS, FMVSS 302, CAN ULC S102.2 Fire Data Tests. (Section 5.04 related)

An insulated floor shall be installed over the 0.125" aluminum subfloor and shall be comprised of 0.75" thick polyiso insulation between 0.75" x 0.75" x 0.063" square tubing, covered with a 0.125" aluminum sheet (Section 2.04 related).

Floor covering material shall be seamless and cove up the side walls a minimum of 5" as a seal.

3.10X COMPARTMENT LINING

Compartment floors and shelves shall be lined with light gray Matéflex material.

3.11 CABINET LINING

Interior cabinet shelves shall be lined with easy sweep mats, which are removable for ease of cleaning.

3.12 SURFACES AND FINISHES

All surfaces and finishes shall be impervious to soap, disinfectants, and water, to permit washing and sanitizing.

3.13 AUTOMOTIVE UNDERCOATING SEAL

The chassis and module underbodies (excluding the area above the fuel tank, driveline, and exhaust lines, per manufacturer's specifications) shall be sprayed with undercoating for reduced corrosion and added sound deadening.

3.14X PLACARD/PLACARD HOLDERS

Three side-loading placard holders with placards shall be provided. Placard holders shall be made of formed stainless steel, approximately 7.375"H x 16"W, and hold placards made of 0.177" red acrylic. The placards and holder shall be shipped loose (Section 8.01 related).

4 MODULE EXTERIOR

4.01X STEP/BUMPER

The rear bumper shall be a welded construction of 3" x 3" x 0.375" aluminum angle and 1.5" x 0.25" flat bar and shall be covered by 0.125" bright aluminum diamond plate. The entire top shall be non-skid Grip Strut and shall provide a 7" step. Both outermost ends shall be angled to prevent dragging of corners in high angle of departure areas. Diamond plate shall be formed on front and rear edges for channel-type strength. The bumper shall be bolted directly to the chassis frame using high strength Grade 5 bolts. Bumper shall be easily removable and replaceable in case of damage. Bumper to be designed to accommodate a one-person-style cot.

4.02X RUB RAILS

Bright finished extruded aluminum rub rails of a double channel design shall be installed along the lower streetside and curbside edges of the module. Rub rails shall be 2.5"H x 0.75"W x 0.125"D, with a 0.5"H white Scotchlite reflective tape installed in the insert area.

4.03 FENDER RINGS

Bright polished aluminum fender rings with a rounded outer edge shall be installed on the module, following the full contour of the wheel well opening.

4.04 DRIP RAIL

Extruded, anodized aluminum drip rails shall be installed the full length of the module front, rear, and sides near the roof, and over each exterior compartment and passage door. Drip rails shall be installed with bonding tape and mechanical fasteners on each end that shall withstand exposure to the elements. They shall be finished with 45-degree angled ends to avoid hooking materials which brush against the vehicle causing damage.

4.05 ROCK GUARDS

Bright aluminum diamond plate rock guards shall cover the front module corners, 24" up from bottom of module, 2.5" wrapped around the sides of module, and 15" across the front of the module.

4.06 REAR KICK PANEL

A bright aluminum diamond plate rear kick panel shall extend from the bottom edge of the module up to the bottom of the rear doors, full-width formed and wrapped 2.5" around the sides of the module.

4.07 FUEL FILL

A polished cast aluminum fill well shall be installed on the streetside of the module and be properly vented. Fill and vent hoses shall be installed and protected in accordance with the chassis bodybuilder recommendations.

The OEM DEF tank fill is located between the cab and module, streetside.

4.08X**MODULE WINDOWS**

All module windows shall have black anodized aluminum frames, rubber gaskets, be dark-tinted and shall be attached with screws for ease of replacement. The side passage door window shall be 18.75" x 18.75" with sliding glass, a positive catch, and a screen. The rear door windows shall be 18.75" x 18.75" fixed glass to prevent exhaust from entering the module.

The curbside and streetside module windows shall be 18.75" x 37.5" with sliding glass, a positive catch, and a screen.

4.09**FUEL SPLASH GUARD**

A stainless-steel fuel splash guard shall be installed below the fuel fill.

4.10**EXTERIOR OXYGEN CYLINDER STORAGE**

A black powder-coated angled corner bracket shall be installed on aluminum track in Compartment #1 for a ***customer-supplied-and-installed*** SCBA cylinder holder.

Two black powder-coated angled corner brackets shall be installed on aluminum track in Compartment #3 for a ***customer-supplied-and-installed*** SCBA cylinder holder.

4.16B**LICENSE PLATE HOLDER**

A recessed license plate holder with dual lights, Whelen model #0AC0EDCR, shall be installed below rear doors.

4.17B**STEP, ELECTRIC**

A Zico VS-24-9 single electric step with a 7.625" drop shall be installed under the curbside passage door and shall be wired to extend and retract with the door. An Auto/Off switch shall be installed just inside the curbside door to disable automatic operation.

5

MODULE INTERIOR

All interior hangers, supports, fasteners, latches, and hinges shall be of a near-flush-type design. The patient compartment shall be free of sharp projections. Exposed edges and corners shall be broken with a radius or protected with 1" high-density foam covered with heavy-duty vinyl color-matched upholstery.

5.01 UPPER WALL COVERING

The upper module interior walls shall consist of light gray, heavy-grade, 0.125" ABS vinyl panels attached to the wall structure with a closed-cell polyethylene foam tape coated on both sides with a permanent acrylic-based pressure-sensitive adhesive.

5.02 HEADLINER

The headliner shall be a durable fiber-reinforced panel, 0.09" thick, with a textured, non-porous white surface.

5.03 MODULE ACCESS OPENING BUMPERS

Head pads located over all module access openings and seat backs shall be 0.5" or 1" foam covered with heavy-duty seamless vinyl upholstery.

Seat cushions shall be 3" foam covered with heavy-duty seamless vinyl upholstery (Section 3.08 related).

5.04X LOWER WALL COVERING

The streetside/curbside squad bench sides and aft walls shall be covered with polished stainless steel, meeting flooring cove.

5.05X GRAB RAIL

One 75" long x 1.25" diameter stainless steel grab rail with three support brackets shall be installed to the streetside of the centerline.

5.06 ACCESS DOOR GRAB RAILS

Each module access door shall have a 1.250"D L-style stainless steel grab handle which may also be used as an entry assist rail.

5.07X IV HANGERS

Three retractable dual IV hangers with stabilizers shall be near flush mounted in the ceiling above the primary cot.

Two Cast Products #IV-2001-1 IV hook(s) shall be installed one each side of the module, forward of each module window.

5.08D COT MOUNT

A **customer-supplied** Stryker Power-LOAD #6390 cot fastener system shall be installed by BNW (Section 8.02 related). A **customer-supplied** safety hook shall be installed in the Power-LOAD floor plate.

The Power-LOAD anchor assembly shall be installed to position the aft end of the cot 11" forward of the rear doors.

To allow use of non-Power-LOAD, X-frame cots with the Power-LOAD system, a floor plate with plastic cover shall be provided and installed by BNW for mounting a **customer-supplied-and installed** rear rail clamp.

5.09A**COT PLATES**

Two bright finish stainless steel 7" wide cot plates shall be installed and shall run from the rear passage doors to the forward wheel position. The cot plates shall be attached with a reinforced acrylic tape and polyurethane adhesive sealant system.

5.10X**ATTENDANT SEAT**

A folding, padded jump seat with spring loaded seat irons, back rest, and two-point automatic locking retractor seatbelt shall be installed on curbside aisle-facing wall of the right front stack cabinet. The wall shall be reinforced at the mounting location to support the jump seat.

5.11X**OXYGEN SYSTEM**

The entire oxygen system to be assembled with certified oxygen hose (1000 PSI burst strength) with brass fittings, pressure tested, and certified. The electric oxygen system shall be controlled through an electric solenoid with manual bypass, have an LED content display, and audible low-pressure alarm. A switch labeled "ELECT. O2" shall be installed in the attendant panel to turn the electric oxygen display panel and solenoid on or off. A 50 PSI regulator shall be included, and one oxygen tank wrench shall be attached to the Compartment #4 wall with hook-and-loop tape.

Three Ohio-type outlets shall be installed:

- one in Action Area #6
- one on the curbside wall above the squad bench
- one in ceiling above the primary patient

Additionally, one recessed oxygen outlet with 0 – 25 LPM constant flow regulator with barbed outlet shall be installed in ceiling above primary patient with the dial facing forward.

5.13F**SUCTION COLLECTOR**

An S-SCORT TEN portable suction unit with wall-mount 12VDC charging/retention bracket shall be installed on the Action Area wall (#6).

5.14X**SEATBELTS**

Black DOT-certified seatbelts shall be installed at each seating position. Three sets of two-point automatic locking retractor seatbelts shall be installed on the curbside squad bench with three additional lower seatbelt buckle ends and be set up for use with sit-up or stretcher patients. The streetside squad bench shall have two single two-point automatic locking retractor seatbelts, and the folding jump seat shall have a single two-point automatic locking retractor seatbelt.

5.16**INSULATION**

The module side, ends, roof, doors, and floor shall be insulated to enhance the interior environment and to restrict heat, cold, and external noise from entering the module. The insulation shall be a non-settling foam plank material of 1.5", or 0.75" thickness depending upon location and available space.

Roof, doors, wall, and floor insulation shall be polyisocyanurate.

A 3" wide, 60-mil, closed cell polyethylene foam tape shall be used as a thermal break on the inside surface of the roof and wall tubes.

5.17X MODULE CLIMATE CONTROL SYSTEM

The module HVAC system shall incorporate a combination heating/air conditioning unit with 36,000 BTU/hr. heating and 32,000 BTU/hr. cooling capacity. The unit shall have a 580 CFM fan and controls independent of the cab system. A 12VDC booster pump shall be installed to optimize the heating capacity in the module. A return air path with open area equal to at least twice the blower outlet area shall be incorporated into the evaporator closeout.

The module system shall be controllable by a digital thermostat located on the streetside wall in the Action Area #6.

Four vents shall be installed in a vertical plenum on the aisle side of right front stack, spaced evenly.

A Beam #015715 metal wall port shall be installed in the vertical plenum to provide direct heat to a patient. A 15ft hose shall be shipped loose (Section 8.01 related).

5.18 EXTERNAL AIR INTAKE

To supplement heated or cooled air with fresh air, an external air intake shall be provided on the side of the module. The intake shall consist of an opening protected by an aluminum vent cover. The interior chamber of the intake shall be made of aluminum and be formed to prevent the collection of moisture. Washable filter media shall be installed in the intake chamber.

5.19 AIR RETURN

A return air path with open area equal to at least twice the blower outlet area shall be incorporated into the evaporator closeout.

5.20 EXHAUST FAN

A motor-powered exhaust vent with a chrome Perko cover shall be located in the streetside rear corner of the module. A switch labeled "VENT" shall be installed in the Action Area attendant panel to turn on/off the exhaust vent (Section 6.13 related).

5.21 NO SMOKING SIGNS

Two "NO SMOKING/FASTEN SEATBELTS" signs shall be installed - one in the cab on the glove box door, and one in the module above the Action Area oxygen outlet.

5.23 WHITE MARKER BOARD

One framed white marker board shall be installed on the aft streetside wall, with double-stick tape, adhesive, and a fastener in each corner.

5.24X CLOCK

An Atomic controlled clock shall be installed on the forward-facing wall aft of the streetside squad bench. The clock shall be LCD display and show hours (12/24 selectable), minutes, seconds, date, day, and temperature. Clock is powered by two AA alkaline batteries.

5.26X**SHARPS/HAZARDOUS WASTE CONTAINERS**

Two sharps and waste spaces, each sized for a Becton-Dickinson, 8.2 Qt., sharps container and a 7 Qt. waste shall be installed. One shall be located at the aft end of the streetside bench and one at the forward end of the streetside squad bench. Each sharps and waste area shall be accessible and changeable through a hinged polycarbonate flip-up lid with a finger hole. Two access holes shall be added to each lid, centered over the Sharps container and the waste container.

5.27**AIR AND SURFACE DISINFECTION**

A Lumalier ADU-136 UV-C infection control system shall be installed in the ceiling. The light shall be powered only with the shoreline and shall have a 15-minute rotary timer with a warning label installed on the forward wall of Compartment #5. Passage door and Compartment #5 switches shall deactivate the timer switch until the doors are closed. All other compartment door switches shall not be connected to the rotary timer.

A UV warning label shall be located over the rotary timer switch:

“WARNING: SKIN AND EYE EXPOSURE DANGER!”

1. Exit module
2. Close all passage doors
3. Connect shoreline
4. Set timer switch

UV light will automatically activate."

5.28X**COOL CABINET**

A 12VDC Mermaid MK- H single temp climate-controlled drug cabinet shall be installed as Cabinet #1, with the control panel installed to the left (above Cabinet #2), and the compressor installed behind the unit. Shall wired to shoreline and ignition.

**5.29****OXYGEN WINDOW**

Shall be a clear, 6" x 10", acrylic window. The window shall have a knob and be mounted with self-closing hinges, located on the aft curbside wall.

5.32**GLOVE BUTLERS**

Three bolt-on white glove butlers shall be installed on the front wall, streetside of walk-thru. They shall be mounted to load glove boxes horizontally.

5.34B**BENCH RESTRAINT**

A bench end restraint bar shall be provided and mounted on the forward end of the squad bench. The end bar shall be 1.25" satin stainless-steel tubing with 3" radius bends. Removable bar shall be 15" across and 21" high, mounted in 1.25" satin finish stainless steel post bases, which are bolted to the bench in eight locations. The sharps and waste brackets shall be removed.

5.35X**OXYGEN CYLINDER BASE**

Two Zico #QR-D-2 vertical strapless D-cylinder brackets shall be installed on the front wall, streetside of pass-thru, at floor level.

**5.36****MEDICATIONS SAFE**

A Wi-Fi enabled Knox MedVault2 with "rubber-ducky" antenna and mounting flange shall be installed by BNW as Cabinet #2.

6 ELECTRICAL

All added body and chassis electrical equipment shall be served by circuits separate and distinct from the vehicle chassis circuits. All vehicle wiring shall be copper and conform to all SAE J1128 requirements. The wiring shall be colored, numbered, or function coded every 3" for permanent identification and correspond with the vehicle schematics. Solderless, insulated connectors shall be used. Slotted Panduit-style wiring duct shall be used in electrical component module to ensure air circulation throughout power component wiring. The wiring shall be routed in conduit or looms and wiring shall be secured to the underbody or frame with insulated metal cable straps. All power distribution cabling shall be covered with a protective split loom. Where wiring passes over the exhaust, a heat shield shall be installed. The electrical component module shall be equipped with positive locking plugs to provide easy disconnect for remount or repair of body. All wiring devices, switches, outlets, etc., except circuit breakers, shall be rated to carry 125% of the maximum ampere load for which the circuit is protected.

The vehicle electrical system shall be tested and certified to AMD 005 requirements.

6.01 OVERLOAD PROTECTION DEVICES

Body electrical wiring shall utilize overload protective devices of the automotive-type circuit breaker. In addition, one single pole, 20-amp circuit breaker shall be provided for future use. The circuit breakers, relays, and other electrical items shall be located in included as part of the enclosed electrical component module.

6.02 VOLTMETER/AMMETER

A single display voltmeter/ammeter shall be installed on the side of the console, driver's side, which simultaneously displays voltage and alternator current when the ignition is on. Display flashes to indicate low voltage.

6.04 IGNITION CONTROL

Chassis electrical circuits shall be controlled by the ignition switch as provided by the OEM chassis manufacturer. The auxiliary chassis-related functions shall be powered by one 100-amp continuous duty solenoid, triggered by the chassis ignition.

6.05A MODULE POWER

Module power shall be controlled by a console-mounted switch labeled "MODULE DISC." which activates a CDR-400 solenoid. An ignition interlock shall disconnect module power 15 minutes after the vehicle's ignition is turned off. The interlock shall also allow module power to be reactivated independently for 15 minutes by cycling the module disconnect switch.

6.06 WIRING ACCESS

All cabinets and compartments shall have removable panels as needed to access wiring harnesses and hoses.

6.07 BACK-UP ALARM

A back-up alarm with a sound output level of 97 dB shall be installed, with a momentary disable switch in the driver's console. If disabled while in reverse, the back-up alarm shall automatically reset when shifted out of reverse.

6.08

SERVICE LOOP

A 6" service loop of wire or harness shall be provided at all electrical components, terminals, and connection points.

6.09X

DRIVER'S CONSOLE/MAP BOX

A driver's console made of black-powder-coated formed aluminum shall be installed between the seats. It shall have a custom switch panel with the following layout, two cup holders, two arm rests, and a map holder with mill-finished aluminum dividers. A 4" blank area shall be provided at the top of the switch plate to allow for the **customer-supplied** MDT (Section 6.18X related). **Customer-supplied** 12" Havis telescoping pole shall be mounted off front of console, towards passenger with a **customer-supplied** Havis C-MD-109 mount installed on telescoping pole (Section 6.18X related).

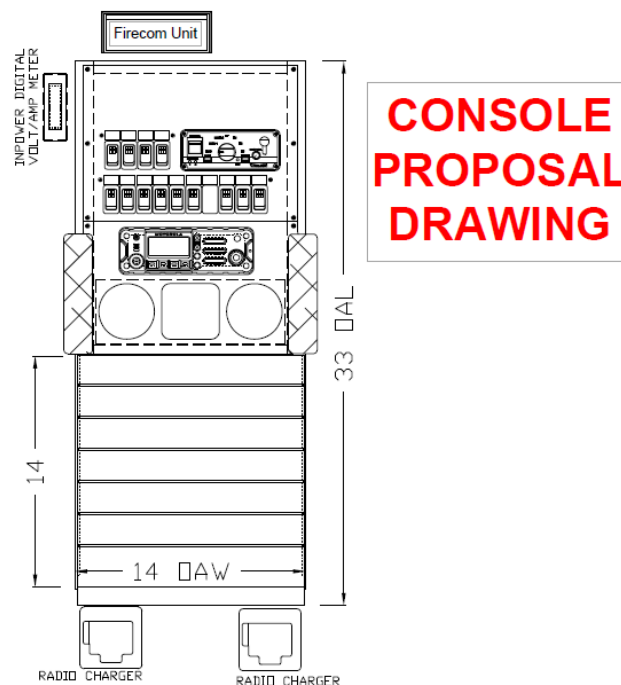
A **customer-supplied** Firecom Intercom controller shall be mounted off the front of the console, driver side (Section 6.18X related).

A **customer-supplied** all-in-one Motorola radio shall be installed above cup holders (Section 6.18X related).

Two **customer-supplied** portable radio chargers shall be installed off the aft end of the console (Section 6.18X related).

1.	2.	3.	4.	Siren
Module Disc.	Emerg. Master	Dome (Cab)	Back-up Disable	

4.	5.	6.	7.	8.	9.	10.	11.	12.	13.
Flashers	White Light	Opticom	Heater – A/C	Dome (3-way)	Blank	Left Scene	Rear Scene	Rear Scene	Flood Lights



6.10 SWITCHES

Switches installed in the driver's console, attendant panel, and two-switch panel shall be rocker-type and permanently marked by function.

6.11 MAP LIGHT

One 3" Whelen #3SR0CDRR Red LED light shall be installed in the cab headliner, above the passenger side, with an on/off switch labeled "DOME " located on the driver's console (Sections 1.02.21X and 6.09X related).

6.12X DOOR AJAR WARNING LIGHT(S)/BUZZER

A Whelen #3SR00FRR Red Lens Red LED flasher shall be installed overhead in the cab headliner to warn the driver of an open module passage or compartment door when the ignition is on and park brake is not applied (Section 1.02.21 related).

The light shall flash and buzzer shall sound only if the vehicle is out of park.

6.13X ATTENDANT CONTROL PANEL

A six-switch attendant control panel shall be located on the streetside the Action Area wall (#6) with the following switch layout:

1.	2.	3.	4.	5.	6.
Dome Hi-Lo	Attendant Light	Elect. O2	Vent	Blank	Blank

A digital thermostat and an inverter status panel shall be located adjacent to the attendant control panel.

A two-switch panel shall be located on the curbside wall, above the forward end of the squad bench with the following switch layout:

1.	2.
Step Override	Attendant Light

A 15-minute rotary timer shall be located adjacent to the switch panel.

6.14A ACTION WALL AREA(S) LIGHTING

The wall areas below Cabinets #3-4 and #10-11 shall be lighted utilizing under-cabinet LED strip lighting. The streetside under-cabinet lighting shall be controlled by an on/off switch labeled "ATTENDANT LIGHT" in the streetside attendant panel, and the curbside under-cabinet lighting shall be controlled by an on/off switch labeled "ATTENDANT LIGHT" in the curbside two-switch panel.

6.15X STEP LIGHTS

A Whelen #0AC0EDCR LED light shall be installed on the forward wall of the curbside door stepwell.

6.16X MODULE INTERIOR LIGHTING

Shall be designed to keep vehicle height to a minimum without interfering with the structural integrity of the roof. Module interior lighting shall consist of eight dual intensity Whelen #80C0EHCR LED recessed lights – one bank of four shall be positioned toward streetside and four lights toward curbside. There shall be a single switch labeled "DOME HI/LO" for controlling both banks of lights on the action wall. Lights shall also be controlled by a switch on the driver's console.

Both curbside and streetside banks of lights shall be automatically activated when the rear or side doors are opened. They shall also be controlled by a 15-minute wind-up timer switch located on the forward end on the curbside wall. The timer shall be wired to continuous battery power.

6.17B BASIC EXTERIOR LIGHTING

Basic lighting shall include headlights, parking lights, directional signal lights, tail and stop lights, license plate light, back-up lights, hazard lights, identification lights, clearance lights, and side marker lights as required by FMVSS 108.

Module identification lights, clearance lights, and side marker lights, unless included on a lightbar, shall be Truck-Lite LED Model 36.

Rear and side reflex reflectors shall be installed in accordance with FMVSS 108 requirements.

Rear stop/tail, turn and back-up lights shall be Whelen 600 Series LED lights with chrome flanges, stacked vertically on the rear of the module, outboard above the rear kick panel, pattern from top to bottom: #60BTT Red Lens red stop/tail light, #60A00TAR Amber Lens Amber turn signal, and #60C00VCR Clear Lens Clear back-up light. The back-up lights shall activate automatically when the vehicle is placed in reverse.

Two Whelen #IONSMCR Clear lens Red flasher with chrome housing shall be mounted on the rear upper corners just above the drip rail.

6.18X COMMUNICATIONS EQUIPMENT

The customer shall be responsible for powering up and tuning of the radio equipment.

Item #1 **Description:** One *customer-supplied* Motorola APX 4500 VHF all-in-one Radio, with speaker and mic shall be installed by BNW (Section 8.02 related).
Location: Driver's console

Additional Instructions: All connections shall be made, including antenna, antenna cable(s), battery power and/or ignition power, and grounds. Prior to powering up of the module, all in-line fuses of radio equipment shall be removed and secured to their fuse holders.

Item #2 **Description:** Prewire, including 10 ga. power and 10 ga. ground, for future installation of *customer-supplied-and-installed* radio equipment.

Location: From electrical panel to Action Area, coiled loose behind Cabinet #2 closeout.

Additional Instructions: Prewiring to be capped and labeled at both locations. Wiring shall be installed at the power component module behind the Panduit cover.

- Item #3** **Description:** Two *customer-supplied* Motorola MNTN 7619B portable radio charging bases shall be installed by BNW (Section 8.02 related).
Location: Driver's console, aft end
Additional Instructions: All connections shall be made, including antenna, antenna cable(s), battery power and/or ignition power, and grounds.
- Item #4** **Description:** One *customer-supplied* Havis C-MD-109 MDT Mount shall be installed by BNW (Section 8.02 related).
Location: Driver's console, off front wall
Additional Instructions: All connections shall be made, including antenna, antenna cable(s), battery power and/or ignition power, and grounds.
- Item #5** **Description:** One *customer-supplied* Havis 12" Telescoping pole shall be installed by BNW (Section 8.02 related).
Location: Driver's console, off front wall.
Additional Instructions: All connections shall be made, including antenna, antenna cable(s), battery power and/or ignition power, and grounds.
- Item #6** **Description:** Prewire, including 10 ga. power and 10 ga. ground, for future installation of *customer-supplied-and-installed* CiraXZ (#FW3945VZ) Wi-Fi System. Make/model to be confirmed at preconstruction meeting.
Location: Electrical panel/Electric Cabinet (#14)
Additional Instructions: Prewiring to be capped and labeled. Wiring shall be installed at the power component module behind the Panduit cover.
- Item #7** **Description:** One *customer-supplied* Firecom Intercom System shall be installed by BNW (Section 8.02 related). System includes cables, harnesses, two headsets and three jacks/headset modules.
Location: Base shall be installed behind driver seat; Controller shall be installed on the front of the console; Two headsets plus module/jacks shall be installed in the cab, one each side of the walk-thru. Third headset module/jack shall be installed in location to be determined.
Additional Instructions: All connections shall be made, including antenna, antenna cable(s), battery power and/or ignition power, and grounds.

6.19X

ANTENNA MOUNTS AND CABLES

Three NMO universal antenna mounts with KHFUD/RG58UD cables, Larsen HyPermaster universal connectors and mini-UHF adapters shall be installed on the module roof. Antenna base access shall be through the dome light openings, and the cables shall terminate in one in the driver's console, and two in the action area, coiled loose behind Cabinet #3 closeout.

A *customer-supplied* GPS antenna shall be installed along the front edge of module roof, terminating in driver's console.

6.20

BLOCK HEATER

A block heater, with a toggle-style circuit breaker in the 120VAC Power Box, shall be wired to the 120VAC shorepower system (Section 1.01.02 related).

6.21X**SHORELINE POWER**

Utility power shall be furnished from 120VAC shorepower via a Kussmaul 20-amp Super Auto-Eject plug with a red cover on a stainless-steel plate with a green indicator light located on the driver's side of vehicle and distributed via a formed aluminum power box recessed into Compartment #2. 120VAC power box shall be recessed and shall have an easily removable cover.

The box shall contain three 120VAC non-GFCI duplex receptacles and one 120VAC GFCI duplex receptacle for power distribution.

Toggle-style circuit breakers shall be installed for overcurrent protection and circuit isolation:

- Block Heater (15 Amp)
- Inverter (15 amp)
- UV light

All exposed receptacles outside of the power box shall be ground fault circuit interrupting (GFCI) and shall have a power on indicating light.

Six interior 120VAC GFCI duplex receptacles shall be mounted:

- Two on Compartment #2, aft wall lower section
- One on Action Area wall (#6)
- One in Cabinet #15, to supply power for the fluid warmer
- One in right front stack, Cabinet #16
- One behind the cab passenger seat

6.22**BATTERY GROUNDS**

In addition to OEM chassis grounds, the following ground circuits shall be added to reduce RF interference:

- A minimum 4 ga. ground cable from the power component panel to the chassis frame.
- Two braided ground straps from the module body to the chassis frame.

6.23**BATTERY CHARGER**

A 50-amp battery charger shall be provided as part of Magnum 1000-watt inverter system (Section 6.31 related).

6.24**BATTERY MODIFICATIONS**

Chassis batteries shall be utilized in existing locations.

6.25**12VDC RECEPTACLES**

One 12VDC, 15-amp lighter-style power point receptacles shall be provided;

- One on Action Area wall (#6)

Receptacle shall be powered continuously.

6.26X**COMPARTMENT LIGHTING**

LED strip lighting shall be installed in each outside compartment, and shall be activated by the respective compartment door switch.

Two vertical LED strip lights, one each above and below floor level, shall be installed in Compartment #5.

6.27**EXTERIOR DOOR SWITCHES**

Shall be 1/2" mechanical door switches.

6.30 **EMERGENCY WARNING SYSTEMS**

6.30.01X FRONT FLASHERS

Five Whelen M9-series LED flashers with chrome flanges shall be mounted on the front of the module. Pattern curbside to streetside:

Curbside:	#M9RC Clear Lens Red LED flasher
	#M9CC Clear Lens Clear LED flasher
Center	#M9RC Clear Lens Red LED flasher
	#M9CC Clear Lens Clear LED flasher
Streetside	#M9RC Clear Lens Red LED flasher

Red LED flashers shall be controlled by the "FLASHER" switch on driver's console, white (Clear) LEDs flashers shall be controlled by the "WHITE LIGHTS" switch on the driver's console (Section 6.09X related).

A GTT #794H Opticom traffic preemption emitter shall be flush-mounted in a GTT #798 bezel mounting kit on the front of the module below the center front flasher (Section 6.48 related).

6.30.02 REAR FLASHERS (UPPER)

Whelen LED light heads shall be surface-mounted on the rear of the module, pattern curbside to streetside:

Curbside:	#MPR15W Pioneer Scenelight (Section 6.30.04X related)
	#70C0ELZR LED scenelight (Section 6.30.04 related)
Center	#M7R Red Lens Red LED third brake light
	#70C0ELZR LED scenelight (Section 6.30.04 related)
Streetside	#MPR15W Pioneer Scenelight (Section 6.30.04X related)

The lights shall be controlled by the respective switches on the driver's console (Section 6.09X related).

6.30.03X FLASHERS

Six Whelen #M9RC Clear Lens Red LED flashers with chrome flanges shall be installed two each on the curbside and streetside of the module in upper corners, and two on rear of the module directly below the Pioneer flood lights.

Two Whelen #M9AC Clear Lens Amber LED flashers with chrome flanges shall be installed on the rear of the vehicle at window height.

Lights shall be controlled by the "FLASHER" switch on driver's console (Section 6.09X related).

6.30.04X SCENELIGHTS

Four Whelen #M9LCZ LED Scene lights with chrome flanges shall be installed - two each on the curbside and streetside of the module in the upper corners, inboard of the flashers. The curbside passage door shall activate the curbside scenelights.

Two Whelen Model #M7ZC LED scenelights shall be mounted above rear doors. The rear scene lights shall activate when the rear doors are open or the vehicle is placed in reverse. The scenelights shall also be controlled by the respective switches on the driver's console (Section 6.09X related).

Two Whelen #MPR15W LED Pioneer scene lights with white housing and chrome recess-mount brackets shall be mounted on the module rear in upper corners. These scenelights shall be controlled by the "FLOOD LIGHTS" switch on the driver's console (Section 6.09X related).

6.30.05X SPOTLIGHT

A **customer-supplied** roof-mounted LED GoLight spotlight with black housing shall be installed on the center of the cab roof, with a BNW provided stainless-steel mounting bracket. The **customer-supplied** controller shall be mounted in the cab headliner, centered between the visors.

6.30.06 INTERSECTION LIGHTS

Four Whelen #WIONSMCR Clear Lens Red flashers with chrome housings shall be installed, one on each cab fender and one above each module wheel well. Lights shall be controlled by the "FLASHER" switch on the driver's console (Section 6.09X related).

6.30.08X GRILLE LIGHTS

Four Whelen WION Series LED flashers with chrome housings shall be installed on the OEM grille. Two #WIONSMCR Clear Lens Red flashers shall be installed above, and be controlled by the "FLASHER" switch on the driver's console (Section 6.09X related). Two #WIONSMCC Clear Lens Clear flashers shall be installed below, and be controlled by the "WHITE LIGHTS" switch on the driver's console (Section 6.09X related).

6.30.09 SIREN

A Whelen 295SLSA1, 200-watt siren shall be installed in the driver's console (Section 6.09 related). Standard features shall include Radio Rebroadcast, Public Address, Manual, Wail, Yelp, Air horn, and Piercer tones. The siren's hands-free function shall operate through the OEM horn ring circuit when the sirens rotary selector is in the HF position and the Emergency Master switch is on.

6.30.10 SIREN SPEAKERS

Two Federal Signal DynaMax #ES100C 100-watt speakers with mounting brackets shall be installed in the OEM bumper cutout.

6.30.11 SEQUENTIAL SWITCHING SYSTEM

A Kussmaul sequential switching system shall be installed to control emergency lighting.

6.31 INVERTER

A Magnum Pure Sine 1000-watt inverter with a 50-amp battery charger shall be installed with an aluminum offset bracket and a perforated surround on the forward wall closeout of Compartment #2. For ventilation, two soffit vents shall be installed: one on the back wall in line with the inverter and one in the dead space. A vent opening shall be cut in the forward wall in line with inverter. A remote inverter status panel shall be installed in Action Area. The inverter shall be configured to turn on and off with ignition.

6.35A FLUID WARMER

A 120VAC Smithworks fluid warmer with acrylic surround and a 120VAC GFCI receptacle shall be installed in Cabinet #15. The warmer shall be thermostatically controlled at 95 to 105 degrees F. Space for 10 one-liter bags of fluids shall be provided. Warmer shall be wired to come on with shorepower or the inverter.

6.40 ELECTRIC DOOR LOCKS

Electric door locks shall be installed on all compartment and module passage doors. Two lock/unlock switches shall be provided in the module: one located on the rear curbside passage door, and one located on the curbside passage door. The door locks for the cab and module shall be interconnected, to allow all doors to be locked/unlocked from either the cab or module.

A hidden unlock switch shall be installed behind the license plate on the rear of the module.

6.46 AUDIO/VIDEO EQUIPMENT/BACK UP CAMERA

Item #1: Description: A Rostra back-up camera system shall be installed, including a surface-mounted camera and a rear-view mirror/monitor with a 4.3" screen.

Location: Camera on the rear of the module, centered above the rear passage doors. Rearview mirror/monitor centered on chassis windshield, upper.

Additional Instructions: Camera shall automatically display on monitor when the vehicle is placed in reverse. The programming remote shall be shipped loose (Section 8.01 related).

6.48 TRAFFIC SIGNAL PREEMPTION

A GTT #794H Opticom traffic preemption emitter shall be flush-mounted in a GTT #798 bezel mounting kit on the front of the module, below the center flasher (Section 6.30.01 related).

6.51 DOORSKIN FLASHERS

Five 2" Whelen #2GR00FR LED flashers with black grommets shall be recessed in outboard lower corners of each compartment door, to flash when the door is open (Section 2.09.07X related).

Two 3" Whelen#3SR00FRR LED flashers with black grommets shall be recessed, one each, in the lower portion of each rear passage door skin. Light shall activate when door is open (Section 2.09.08X related).

7 SUPPORTING DOCUMENTATION

7.01X OWNERS MANUAL

Shall be provided with vehicle and consists of the following items:

1. Chassis owner information packet.
2. Second OEM key
3. Lifetime module warranty.
4. Factory warranty on Chassis.
5. 7 Year/75,000 miles limited electrical warranty.
6. 2 Year/30,000 miles Conversion Warranty.
7. 5 Year Paint Warranty.
8. Module remount engineering checklist.
9. Climate control information and warranty.
10. Main schematic.
11. Electrical equipment amperage ratings.
12. Wire coding list.
13. Schematics for standard system: (As Built)
 - Driver switch console
 - Attendant switch console
 - Climate control system
 - Dual battery system
 - Module harness routing
 - Interior and exterior lights
14. Operations manual
15. Schematics for individual options.
16. Warranty and parts list for light bar, etc.

8 MISCELLANEOUS EQUIPMENT

8.01 LOOSE EQUIPMENT

The following equipment shall be shipped loose with the vehicle:

1. Touch Up Paint, one bottle each:
 - to match Flame Red #GB-100236315
 - Black #GB-56590
 - Interior White G2-33631 Alt 2
 - Lt. Gray GLV-51748
2. Spare Tire and Wheel
3. Two additional OEM key fobs (for a total of four)
4. Three placard holders and three red acrylic placards
5. 15ft hose for Beam hypothermic outlet
6. Programming remote for mirror-monitor

8.02X**CUSTOMER SUPPLIED EQUIPMENT**

The customer shall provide the following equipment and have delivered to Braun Northwest:

1. One Motorola APX 4500VHF radio
2. One Motorola CDM1250 UHF radio (to be returned to customer)
3. Two Motorola MNTN 7619B portable radio charger bases
4. Havis MDT Mount, C-DM-109
5. Firecom Intercom System
6. GPS antenna
7. Stryker Power-LOAD cot fastener system and cot hook



**PURCHASE ORDER 20-070-ERR-001
SPECIAL PROVISIONS
EXHIBIT C**

1. **Delivery.** Advance coordination of the work shall be made with the Project Manager Wil Ludemann, (360) 293-1921.

2. **Supplier Bears Risk.** The risk of loss or damage shall be borne by Supplier at all times until the Acceptance of the Goods or Services by City

3. **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.

4. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date, Invoice Number, Invoice Period, Project Title, PO Number and Price, or Amended Price. 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.

5. **Withholding Payment.** In the event the City determines that the Supplier has failed to perform any obligation under this PO within the times set forth in this PO, then the City may withhold from amounts otherwise due and payable to Supplier the amount determined by the City as necessary to cure the default, until the City Attorney determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling 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 City Attorney 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 PO. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the PO, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the 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.

6. **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.

7. **Inspection.**
A. Of the Work

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the PO shall at all times have access to the work wherever it is in progress or being performed, and the 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 PO. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. Project Manager's Authority

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

8. **Defense and Indemnity Agreement.** 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.

9. **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 City.

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 City'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 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 City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City 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 City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Supplier before goods, materials or supplies will be accepted by the City.

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

I. Failure to Maintain Insurance: Failure on the part of the Supplier to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the 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 City on demand, or at the sole discretion of the City, offset against funds due the Supplier from the City.

J. City Full Availability of Supplier Limits: If the Supplier maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the 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 City evidences limits of liability lower than those maintained by the Supplier.

10. **Discrimination Prohibited.** During the performance of the PO, 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 the PO. Supplier agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

11. **Supplier is an Independent Supplier.** The parties intend that an independent Supplier relationship will be created by this PO. 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 PO.

12. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this PO or out of the use of any material furnished or work or services performed hereunder, Supplier 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.

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

A. Termination for Default

If the Supplier defaults by failing to perform any of the obligations of the PO or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Supplier in the U.S. mail, postage prepaid, terminate the PO, and at the City's option, obtain performance of the work elsewhere. If the PO is terminated for default, the Supplier shall not be entitled to receive any further payments under the PO until the Scope of Services under this PO has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the 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 PO in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the PO is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit PO prices for completed items of work through the date of termination. An equitable adjustment in the PO price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this PO by the City at any time during the term, whether for default or convenience, shall not constitute a breach of PO by the City.

14. **Changes/Additional Work.** The City may engage Supplier to perform services in addition to those listed in this PO, 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 PO. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the 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 PO is approved in writing by both parties.

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

16. **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 PO, 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 PO. For breach or violation of this warranty, the City shall have the right to annul this PO without liability or, in its discretion to deduct from the PO price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. **Disputes**

A. General

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

B. Notice of Potential Claims

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

18. **Force Majeure.** Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this PO if and to the extent that such party's performance of this PO 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 PO 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 PO. Rights Reserved: The City reserves the right to cancel the PO and/or purchase materials, goods or services from the best available source during the time of force majeure, and Supplier shall have no recourse against the City.

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

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

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

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

23. **Notices.** Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221

CONTRACTOR:

National Auto Fleet Group
Jesse Cooper
490 Auto Center Dr
Watsonville, CA 95076



City Council Contract Agenda Bill

Meeting Date: 2/24/2020 **Agenda Item:** 5e

Subject: Contract Award – Pass Lake 10” Waterline – Planning and Design #20-071-WTR-001

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 \$83,400.00 to Stantec Consulting Services Inc. to perform the planning and design services for the Pass Lake 10” Waterline project. During this phase of the project Stantec will assess improvement options for the 10-inch water main at Deception Pass and prepare a report summarizing the results of that alternatives evaluation including recommendation of a preferred approach to improving the pipeline

Background:

1. **History:** The City is planning to upgrade through replacement or rehabilitation an existing 10- inch water line located in State Route 20, just north of Deception Pass Bridge. The water main in question was originally installed in the 1940’s by the U.S. Navy. This water main conveys emergency backup water supply to the City of Oak Harbor. This is done in accordance with an agreement in place between the City and Oak Harbor. The line in question is primarily steel construction, but the City believes it includes a segment of asbestos cement (AC) pipe near the mid-section of the alignment. Over the last decade, the City has excavated and repaired leaks in the steel segments of the pipeline at least three times. The record drawings for this pipeline do not include precise length information, materials of construction, or current pipe condition. The City intends to improve this transmission main, either through replacement or rehabilitation; after which it will request Oak Harbor to assume ownership, maintenance, and operations responsibility. These improvements will extend the expected life of the water line, which is nearing 80 years of service, and will meet standards of Oak Harbor to allow their acceptance of the facility. The water main would continue to function as an emergency supply for Oak Harbor.
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$83,400.00.
 - The period of performance under this Agreement is through December 31, 2020.
3. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City’s MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-071-WTR-001 with Stantec Consulting Services Inc. in the amount of \$83,400.00 to perform planning and design services for the Pass Lake 10” Waterline.

Alternative Actions: Not award the contract

Attachments: Contract 20-071-WTR-001

Contractor	Stantec Consulting Services Inc.
Contract Amount	\$83,400.00
Earmarked Funds	\$1,000,000.00
BARS #	401.000.594.34.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/20



AGREEMENT 20-071-WTR-001
Between
THE CITY OF ANACORTES
AND
STANTEC CONSULTING SERVICES INC.

PASS LAKE 10" WATERLINE - PLANNING AND DESIGN

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Stantec Consulting Services Inc., hereinafter referred to as the "Consultant"; alleged

WHEREAS, the City requires the professional services of the Consultant to conduct a preliminary, high-level acquisition feasibility analysis;

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

1. **Scope of Work**. Under this Agreement, the Consultant shall provide professional planning & design services for upgrades to the existing Pass Lake 10" waterline for the City as detailed in Exhibit A, which is attached hereto and incorporated by reference.

Work shall be performed under the direction of Jeff Beltramini, who may be reached at (360) 299-1936, or by email at jeffb@cityofanacortes.org.

2. **Price and Payment Terms**. The services provided under this Agreement shall be shall be reimbursed on a time-and-materials (T&M) basis not-to-exceed **Eighty-Three Thousand Four Hundred Dollars (\$83,400.00)**. Detailed task cost estimates and hourly rates are listed in Exhibit B, which is attached hereto and incorporated by reference. Other direct costs and subconsultant costs shall be invoiced at actual costs.

3. **Period of Performance**. The period of performance under this Agreement is from inception through December 31, 2020.

4. **Subcontracts**. The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. 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 Consultant, (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 Agreement.; or
- (3) To relieve the Consultant of any responsibility for performing this Agreement.

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

5. **Invoicing**. All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, Agreement Name and Number, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice at least **MONTHLY** for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment.

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

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

6. Ownership and Use of Documents. All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant 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 Agreement may be subject to public disclosure.

7. Defense and Indemnity Agreement. The Consultant shall indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries including death at any time resulting there from, damages, losses or suits including attorney fees, arising out of or resulting from the alleged negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Clause shall survive the expiration or termination of this Agreement.

8. General and Professional Liability Insurance.

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

Consultant shall obtain insurance of the types and coverages described below:

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

D. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within five business days of their receipt of such notice.

I. Failure to Maintain Insurance

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

9. **Registered or Licensed Consultant.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

12. **Discrimination Prohibited.** During the performance of this Agreement, the Consultant and subConsultants 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. Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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

14. **Right to Terminate Agreement.**

A. Termination for Default

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

B. Termination for Public Convenience

The City may terminate the Agreement in whole or in part by providing the Consultant with thirty (30) days' prior written notice, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. 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.

C. Termination by Consultant

The Consultant may terminate its Agreement with the City if the Consultant is unable to carry out the terms of the Agreement, or if the City has committed material breach of this Agreement. Non-payment of the Consultant's invoices will be considered a material breach of this Agreement. If the Consultant determines that it is not able to carry out the terms of the Agreement, it shall provide the City with not less than 30 days written notice so that the City may obtain another Consultant.

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

16. **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.

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

18. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or

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

19. Disputes

A. General

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

B. Notice of Potential Claims

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

C. Detailed Claim

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

D. Dispute Resolution

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

In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties.

If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

20. **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 Consultant shall have no recourse against the City.

21. **Compliance with Laws**. The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

22. **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.

23. **Survival of Agreement Termination**. The articles relating to Indemnification, Data Rights, Proprietary Information, Disputes, and Venue and Choice of Law shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

24. **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.

25. **Notices**. Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO BOX 547
Anacortes, WA 98221

CONTRACTOR:

Stantec Consulting Services Inc.
Dave Price
11130 NE 33rd Place, Suite 200
Bellevue, WA 98004-1465

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

CITY OF ANACORTES

STANTEC CONSULTING SERVICES INC.

By _____
Laurie Gere, Mayor

Date _____

Title

Date

**Exhibit A
Scope of Services
City of Anacortes
Public Works**

**Professional Planning & Design Services for Upgrades to Existing
10-inch Water Line, State Route 20, Deception Pass State Park**

**Stantec Consulting Services Inc.
Project No. 200200_____**

The City of Anacortes (the City) is planning to upgrade through replacement or rehabilitation an existing 10-inch water line located in State Route 20, just north of Deception Pass Bridge in Skagit County. The water main in question was originally installed in the 1940's by the U.S. Navy. This water main conveys emergency backup water supply to the City of Oak Harbor (Oak Harbor). This is done in accordance with an agreement in place between the City and Oak Harbor.

The line in question is primarily steel construction, but the City believes it includes a segment of asbestos cement (AC) pipe near the mid-section of the alignment. Over the last decade, the City reports it has excavated and repaired leaks in the steel segments of the pipeline at least three times. The record drawings for this pipeline do not include precise length information, materials of construction, or current pipe condition.

The City intends to improve this transmission main, either through replacement or rehabilitation; after which it will request Oak Harbor to assume ownership, maintenance, and operations responsibility. These improvements will extend the expected life of the water line, which is nearing 80 years of service, and will meet standards of Oak Harbor to allow their acceptance of the facility. The water main would continue to function as an emergency supply for Oak Harbor.

Stantec will provide engineering services to assess improvement options for the 10-inch water main at Deception Pass and prepare a report summarizing the results of that alternatives evaluation including recommendation of a preferred approach to improving the pipeline. Upon selection of a preferred alternative, Stantec will provide design engineering and construction period services for the upgrades to the 10-inch waterline.

The following tasks describe Stantec's scope of services for this project.

Task 100 Project Management

Project Management includes work associated with coordination, control, monitoring, scheduling, safety, communication, document control, quality assurance, progress reporting, and invoicing required to successfully deliver the project. Stantec will prepare a Project Implementation Plan (PIP) outlining the project objectives, deliverables, and work breakdown structure for delivery of our services.

Stantec will also provide quality assurance and quality control for our deliverables which includes peer review of all project deliverables. Documents shall be reviewed for correctness, completeness, and coordination with other documents and between disciplines. Effort for quality control is included with each task.

Deliverables:

- Project Implementation Plan.

Subtask 100.001 Project Schedule

A simplified project schedule will be developed showing the milestone dates to issue deliverables and the critical milestones for our services. Stantec will update this schedule periodically, with input from the City. The initial proposed schedule is provided in Exhibit B.

Deliverables:

- Project schedule in PDF format.

Subtask 100.002 Monthly Project Progress Reports and Invoicing

This task includes monitoring progress of the project against the project's schedule and preparing monthly status reports and invoices.

Deliverables:

- Status reports and invoices.

Subtask 100.003 Project Meetings

The following is a list of proposed meetings during execution of the project.

- Project Kickoff Meeting
Stantec will conduct a kickoff meeting with City staff to review and coordinate the scope of work, deliverables, and schedule. Stantec will facilitate the meeting, to be conducted via teleconference call. Stantec will prepare the meeting's agenda and minutes. Stantec's Project Manager and up to two (2) technical staff members will attend the meeting.
- Alternatives Workshop
Stantec will meet with City staff to discuss possible alternatives for the pipeline improvements. The intent of this meeting is to identify/confirm the criteria to be used in the assessment of alternatives evaluated (Task 400).

Subtask 100.004 Quality Management

Stantec will prepare a Quality Management Plan (QMP) for assuring the quality of the work. The QMP shall include quality assurance / quality control (QA/QC) procedures for the project's deliverables.

Deliverables:

- Project Quality Plan.

Subtask 100.005 Project Specific Health Safety & Environment (HSSE) Plan

For any project involving field work or site visits, Stantec team members must complete our Risk Management Strategy Forms and follow the site-specific safety requirements.

Task 200 Review Existing Information

Stantec will review previously prepared plans, reports and studies related to the 10-inch water main and prepare a list of required updates or additional information needed to meet this project's objectives. Stantec will submit the list to the City for review and approval. Following the City's review, Stantec will

provide written confirmation of required changes and update information contained in the reports accordingly. The following is a list of information which will be reviewed by Stantec.

- City GIS information,
- City hard copy mapping describing possible materials of construction and locations of water main and appurtenances,
- Available City survey base map of the State Route 20 corridor,
- Available geotechnical reports, and
- Records of prior repair activities on water main.

Stantec will work with City staff to collect topographic information sufficient for construction of pipeline improvements. At this time, Stantec assumes the City will provide the detailed information described in this task, hence the only effort described here for Stantec is related to coordination with City staff. If additional survey data is required, or if the City desires Stantec collect any supplemental data, this effort may be added to this scope of services but is not included currently.

To inform the alternatives analysis, Stantec will review existing available geotechnical information, to be provided by the City. This scope does not include effort to perform new geotechnical investigations for the water main improvement project. If additional geotechnical information is required, or if the City desires Stantec collect any supplemental data, this effort may be added to this scope of services but is not included currently.

Task 300 Alternatives Analysis/Feasibility Study and Facility Concept Development

The following alternatives are being considered by the City:

- Complete excavation and replacement of the existing 10-inch water main, along the current alignment, which includes the intertie location adjacent to Pass Lake on the east side of SR 20, south to the metering location, just northwest of Deception Pass Bridge (~3,500 linear feet),
- Construction of a replacement water main parallel to the existing water main,
- Spot repairs/replacement/rehab staged and prioritized based on visual inspection,
- Slip lining the existing 10-inch water main with a smaller diameter (8-inch) HDPE water main,
- Rehabilitation using a trenchless liner system, and
- Abandoning the water main in place.

Stantec will provide the professional engineering services necessary to perform an Alternatives Analysis and Feasibility Study for improvement of the 10-inch water main. This includes evaluation of the water main itself to confirm materials of construction, if possible, given limitations of existing technology for water main condition assessment. This evaluation will involve application of one or more of the following technologies:

- Visual inspection of the water main utilizing camera technology,
- Deployment of Smart Ball technology, proprietary to Pure Technologies, and/or
- Deployment of EPulse technology, proprietary to Echologics.

The first step for the Alternatives Analysis will be helping the City determine the level of effort and expense that will be put forth in deployment of the preceding technologies in order to improve understanding of the water main condition. In particular, the Alternatives Analysis will assess the ability of the water main to be reliably lined or coated and confirm if slip lining may be possible, all while maintaining the desired peak flow emergency supply for Oak Harbor. Initial scope of this evaluation is limited to camera technology. After the video from the camera investigation is obtained, and has been reviewed, Stantec will confer with

the City to determine if additional technology is to be deployed. The deployment of that additional technology is not included in this scope of services.

Stantec's sub-consultant, Allied Trenchless, will perform the Video Inspection Services. These services include two alternatives for inspection, as follows.

- Level 1 Video Inspection - This option includes a camera inspection utilizing a 1080 p resolution camera without pan and tilt, which is mounted on a Poly Pig. This option will provide a basic condition assessment of the pipe, which will be provided in a summary report.
- Level 2 Video Inspection – This option includes a combination of inspections from both directions with a pan and tilt camera with zoom. Services include a NASSCO-Certified Inspection Report which will identify the specific type and location of all identified defects. IF necessary, this will include basic pigging also specified in the Level 1 Inspection.

The Level 2 Inspection is recommended. However, conditions identified on-site including condition of the pipe, and location of bends and joints may limit the ability to complete a Level 2 inspection. In this case, a Level 1 video inspection would be performed. The fee accompanying this scope of services assumes a Level 2 Inspection will be performed. If conditions limit the ability of Allied Trenchless to complete a Level 2 assessment, a Level 1 inspection will not be initiated without direction/authorization from City staff. The City will have personnel available during the inspection with authority to provide the necessary direction. It is understood the City may choose to halt the inspection and de-mobilize, rather than continue with a Level 1 inspection.

Allied Trenchless will provide recommendations for possible trenchless rehabilitation methods for both a Level 1 and Level 2 Video Inspection.

Stantec will perform a visual site inspection of the existing pipe alignment to identify any surface features that may impact the selection of a recommended alternative.

Opinions of probable construction cost for the alternatives will be developed and compared, along with life cycle costs and other factors to be identified in collaboration with City staff. Water main alternative parameters will be incorporated into a triple bottom line analysis to identify the best apparent alternative.

This task also includes development of the concept design for the proposed improvement (best apparent alternative) of the water main. Stantec will participate in a meeting with City staff and relevant stakeholders, such as WSDOT, at the beginning of the project to review and finalize the required elements of the project. Stantec will summarize the desired elements of the project as discussed during the meeting and share with City staff. This collaboration will be undertaken prior to final alternative selection and development of a concept level design.

Stantec will assess at a desktop level the environmental constraints associated with the alternatives evaluated. The results of this assessment will be one factor used in evaluating the water main improvement alternatives.

Stantec will assess at a desktop level applicable permits that would be required to execute the project. The permit types to be investigated include, but are not limited to, right-of-way, SEPA, franchise agreements, environmental, cultural, and others.

City staff will provide comments/clarification and direction on the required water main elements (design criteria) as appropriate. Stantec will then proceed to conduct a Feasibility Study to compare the options described above for improvement.

After submission of the draft technical report summarizing the Feasibility Study methodology and findings, Stantec will hold a review meeting with City staff to confirm the results of the study and decide on the next steps.

Deliverables:

- Draft and Final Alternatives Analysis and Feasibility Study, including opinions of probable construction cost, triple bottom line analysis as well as concept level design of best apparent alternative,
- List of applicable permits
- Meetings agendas and minutes

Assumptions:

- The City will provide all available drawings, reports and mapping relevant to this project.
- Work to evaluate water main condition assumes services provided using technologies other than Video Inspection described in Task 300, will be provided by others, under separate contract, or through an amendment to this scope of services. This assumption can be modified if the City wishes for Stantec to include relevant service providers in this scope of services and provide those through sub-consultant agreements to the prime agreement Stantec will receive from the City.
- Video Inspection Services do not include providing access to the water pipe, excavation, and any flushing, treatment or disposal of water. This will be performed by the City, or by others under separate contract.

Design Services (Not Included in this Scope of Work)

Stantec will provide the following services upon selection of a preferred alternative for the water main improvements. The following tasks describe generally the scope of these services. However, the full scope and fees for these tasks will be developed after completion of the feasibility study and selection of a preferred project alternative by the City.

- Permitting Services
- Optional Geotechnical Services
- Optional Topographic Survey
- Detailed Design of water main improvements
- Preparation of Construction Documents, Bidding and Contract Support
- Construction Management and Engineering Services During Construction
- Project Close-out Services



10-inch Water MainLine, State Route 20, Deception Pass State Park

Hours Tasks	Project Manager	Admin	Admin	Technical Lead	EIT	Permitting Lead	QA/QC	Total Hours by Task	Labor Budget by Task	Expenses	Allied Trenchless*	Total Budget by Task
Hourly Rate	\$ 234.00	\$ 165.00	\$ 143.00	\$ 185.00	\$ 165.00	\$ 175.00	\$ 234.00					
Task 100: Project Management and Meetings	10	4		8				22	\$ 4,480.00	\$ 220.00	\$ -	\$ 4,700.00
Task 200: Review Existing Information	2			4	8			14	\$ 2,528.00	\$ -	\$ -	\$ 2,528.00
Task 300: Alternatives Analysis/Feasibility Study and Concept Development	18	0	4	42	66	10	6	146	\$ 26,598.00	\$110.00	\$49,500.00	\$ 76,208.00
300.001 - Video Inspection Services	6			6							\$ 49,500.00	
300.002 - Site Inspection				6	6					\$ 110.00		
300.003 - Desktop Permit Review						6						
300.004 - Prepare Feasability Study Report	12		4	30	60	4	6					
Estimated Hours	36	4	4	54	74	10	6	188				\$ 83,436.00
Estimated Feasibility Study Budget (total rounded)									\$ 33,600.00	\$ 300.00	\$ 49,500.00	\$ 83,400.00

* Allied Trenchless Fees Include 10% Stantec Markup



City Council Contract Agenda Bill

Meeting Date: 2/24/2020 **Agenda Item:** 7a

Subject: Contract Award – Skagit River Raw Water Pipeline and Clearwell Project - Construction Management #20-048-WTR-002

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 \$387,800.00 to HDR Engineering, Inc. to perform the pre-design for the Skagit River Raw Water Pipeline and Clearwell project. During this phase of the project HDR will provide services during construction and commissioning of the Skagit River Raw Water Pipeline and Clearwell Project.

Background:

1. **History:** The City of Anacortes will construct two new facilities for the WTP - 1) a second raw water pipeline, parallel to the existing pipeline, to provide for redundancy of raw water supply and greater resiliency of its water supply system, and 2) a second treated water chlorine contacting tank, referred to as a clearwell. The two new facilities will be constructed under a single construction contract which is currently out to bid. The design and construction documents for the project were prepared by HDR Engineering, Inc.
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$387,800.00.
 - The period of performance under this Agreement is through June 30, 2021.
3. **Competitive Bidding:** Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Previous Council/Committee Action: Council approved contract [18-070-WTR-001](#) with Widener & Associates for the raw water line design assistance and permitting at the [5/14/2018](#) meeting. Contract [18-070-WTR-002](#) with HDR for preliminary engineering of the raw water line was approved at the [11/19/2018](#) meeting. Contract [18-070-WTR-003](#) for final design and bidding documents for the raw water line was approved at the [8/26/2019](#) meeting. Contract [19-137-WTR-001](#) for the design of the second clearwell was approved at the [8/26/2019](#) meeting.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-048-WTR-002 with HDR Engineering, Inc. in the amount of \$387,800.00 to perform the Skagit River Raw Water Pipeline and Clearwell Project - Construction Management.

Alternative Actions: Not award the contract

Attachments: Contract 20-048-WTR-002

Contractor	HDR Engineering, Inc.
Contract Amount	\$387,800.00
Earmarked Funds	\$13,500,000.00
BARS #	401.000.594.34.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	6/30/2021



AGREEMENT 20-048-WTR-002
Between
THE CITY OF ANACORTES
AND
HDR ENGINEERING, INC.

Skagit River Raw Water Pipeline and Clearwell Project - Construction Management

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

WHEREAS, the City requires professional services of the Consultant;

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

1. **Scope of Work.** Under this Agreement, the Consultant will perform the services during construction and commissioning of the Skagit River Raw Water Pipeline and Clearwell Project. Specifically, the Consultant shall provide services in accordance with Exhibit A which is attached hereto and incorporated by reference. Work shall be performed under the direction of Eric Shjarback, who may be reached at (360) 299-1980, or by email at erics@cityofanacortes.org.
2. **Price.** The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed **Three Hundred Eighty-Seven Thousand Eight Hundred Dollars (\$387,800.00)**.
3. **Period of Performance.** The period of performance under this Agreement is through June 30, 2021.
4. **Payment Terms.** Progress payments for work shall be made according to the payment terms as listed in Exhibit B, which is hereby made a part hereof and incorporated by reference.
5. **Subcontracts.** The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. 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 Consultant, (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 Agreement,; or
 - (3) To relieve the Consultant of any responsibility for performing this Agreement.

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

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, AGREEMENT Number, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice **MONTHLY** for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices should be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org.

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

7. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not

be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any modification or reuse of such materials for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to Consultant.

8. Defense and Indemnity Agreement. Consultant 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 resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. General and Professional Liability Insurance.

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

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

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

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

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

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

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

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

G. Verification of Coverage: Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

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

10. **Registered or Licensed Consultant.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

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

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

13. **Discrimination Prohibited.** During the performance of this Agreement, the Consultant and subConsultants 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. Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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

15. The City's Right to Terminate Agreement.

A. Termination for Default

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

B. Termination for Public Convenience

The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. 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.

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

17. 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.

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

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

20. Disputes

A. General

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

B. Notice of Potential Claims

The Consultant shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Consultant has given the City a written Notice of Potential Claim within 10

days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Consultant believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Consultant shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. Detailed Claim

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

D. Dispute Resolution

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

21. **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 Consultant shall have no recourse against the City.

22. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

23. **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.

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

25. **Survival of Agreement Termination.** The articles relating to Defense and Indemnity, Ownership and Use of Documents, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

26. **Notices.** Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:	CONTRACTOR:
City of Anacortes	HDR Engineering, Inc.
Tiffany Matson	Greg Pierson
904 6 th Street	500 108th Ave NE, Suite 1200
PO BOX 547	Bellevue, WA 98004
Anacortes, WA 98221	

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

CITY OF ANACORTES	HDR ENGINEERING, INC.
By _____ Laurie Gere, Mayor	_____
Date _____	_____ Title
	_____ Date



Scope of Services

City of Anacortes WTP Raw Water Pipeline and Second Clearwell Project

Phase 3 Services During Construction and Commissioning

January 21, 2020

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ATTACHMENT 1

PHASE 3 SCOPE OF SERVICES

Background

The City of Anacortes (“City”) will construct two new facilities for its water treatment plant (WTP): 1) a second raw water pipeline, parallel to the existing pipeline, to provide for redundancy of raw water supply and greater resiliency of its water supply system, and 2) a second treated water chlorine contacting tank, referred to as a clearwell. The two new facilities will be constructed under a single construction contract. The design and construction documents for the project were prepared by HDR Engineering, Inc. (HDR).

PHASE 3 SCOPE OF SERVICES

The purpose of this scope of services is for HDR to provide Services During Construction and Commissioning of the WTP Raw Water Pipeline and Second Clearwell Project (Project). The Project includes construction of a 42-inch diameter raw water pipeline under the Skagit River with connecting pipes to the existing pipeline; a 2.1 million gallon (MG) welded steel water storage tank (clearwell); interior baffles for both the new and existing clearwell tanks; associated yard piping; flow meters and control valves; and associated instrumentation and SCADA improvements.

The Phase 3 Scope of Services for HDR consists of the following tasks:

- Task 310 - Conformed Documents
- Task 320 – Construction Administration
- Task 321 - Construction Progress Reviews and Meetings
- Task 330 – Respond to Requests for Information
- Task 331 - Submittal Reviews
- Task 332 – Substitution and Deviation Requests
- Task 340 - Construction Observation
- Task 350 - Work Change Directives
- Task 351 - Change Orders
- Task 360 – Commissioning and Acceptance Assistance
- Task 370 - Record Drawings
- Task 380 - Project Management

GENERAL ASSUMPTIONS

The following general assumptions are used throughout this scope of services:

1. The Project will be constructed under a single construction contract.
2. HDR is City’s Engineer and Construction Manager (CM) for the Project and will perform construction management, contract administration, regular field observations, and engineering

services during construction. The City will contract with a third-party construction management specialist to assist the City and HDR with specific CM activities and field observations.

3. The anticipated construction duration is from March 2020 through December 2020. Record Drawings, O&M and Closeout tasks will extend through approximately March 2021.
4. The work activities described within this scope of services will be performed by HDR personnel from the Bellevue and Austin offices. Geotechnical services during construction will be provided by Shannon & Wilson, Inc. under contract to HDR. Legal descriptions of easements will be provided by Pacific Surveying & Engineering.
5. All permitting and supporting environmental services will be performed by Widener & Associates under separate contract to the City.
6. Unless stated otherwise under an individual task scope, documents will be transferred electronically. HDR will set up and maintain an on-line document management system (Share Point) for the Project. It is acceptable to transmit review documents by attachment to e-mails.
7. All deliverables will be submitted to the City and/or the CM, as applicable, in electronic formats (Adobe Acrobat PDF and/or MS Word files) via email, unless stated otherwise in the deliverable section.
8. The number of document versions (i.e. Draft and Final) are noted in the deliverables section for each Task. Unless noted otherwise, it is assumed that only one version will be provided for that deliverable.
9. Review time and number of reviews of contractor-submitted work products will depend upon the quality, clarity and completeness of the submittals. If processing contractor submittals requires additional reviews or assistance to the contractor, HDR will notify the City that a budget adjustment may need to be made.

PHASE 3 – ENGINEERING SERVICES DURING CONSTRUCTION AND COMMISSIONING

Task 310 - Conformed Documents and Easements Descriptions

Objectives:

1. Provide conformed documents for construction.
2. Provide legal descriptions of the temporary construction easements.

HDR Services:

1. Prepare conformed specifications.
2. Prepare conformed drawings.
3. Distribute copies of Conformed Documents to Contractor, City, and Agencies (if required).
4. Prepare legal descriptions of the temporary construction easements.

City Responsibilities:

1. Review Conformed Documents prior to issuance.

Assumptions:

1. Conformed Documents include drawings and specifications.
2. Conformed Documents include changes that occurred by addenda during the bid period.
3. There will be two temporary construction easements.

Deliverable:

1. Electronic Files in PDF of Conformed Documents for printing by City.
2. Up to 8 hard copies (1/2-size drawings) of the Conformed Documents to the Contractor.
3. Legal descriptions of the temporary construction easements.

Task 320 – Contract Administration and Document Management

Objective:

Provide contract administration and document management.

HDR Services:

1. Setup and maintain an electronic document management system (DMS) for receiving, logging, and tracking project files. Electronic files to be included are field reports of construction activities, digital photographs, meeting summary notes, material testing logs, work deficiency checklists, contractor payment certifications, submittals, RFIs, schedules, Field Orders, Change Proposal Requests, Work Change Directives, Change Orders, and correspondence between the City, the Contractor, the Engineer, and agencies.
2. Prepare for and manage the pre-construction meeting.
3. Review Contractor's pay requests and provide recommendations for payment to the City.

City Responsibilities:

1. Provide as required for the Project:
 - a. Accounting, bond and financial advisory, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as the City requires, the Contractor raises, or HDR reasonably requests.
 - c. Auditing services as required.
2. Attend the pre-construction meeting.
3. Review and process Contractor's pay requests.

Assumptions:

1. The DMS will be MS Share Point that provides access rights for the City and Contractor.
2. One hour per week on average to maintain the DMS.
3. Up to 8 pay requests will be reviewed.

Deliverables:

1. A document management system (DMS) for the Project.
2. Pre-construction meeting:
 - a. Agenda.
 - b. Meeting notes.
3. Reviewed Contractor's pay requests.

Task 321 – Construction Progress Reviews and Meetings

Objectives:

1. Provide construction progress reviews.
2. Coordinate and conduct construction progress meetings.

HDR Services:

1. Coordinate and lead on-site construction progress meetings.
2. Provide construction progress reviews.
3. Prepare and distribute meeting notes to all parties.

City Responsibilities:

1. Attend the progress meetings.
2. Review construction progress on a regular basis or when requested by HDR.

Assumptions:

1. Construction progress meetings will typically be held on a bi-weekly basis during active construction periods, or as required.
2. HDRs Project Engineer or Project Manager will attend every progress review meeting in person with additional HDR engineers in attendance or via phone, as needed.
3. Construction progress meetings:
 - a. The Project Manager will attend up to 3 meetings in person and up to 8 by phone.
 - b. The Project Engineer will attend up to 12 meetings in person and up to 3 by phone.
 - c. Attendance by other HDR specialty discipline engineers (Electrical/I&C and Structural) are estimated to be as follows:
 - d. Structural engineer: In person - 2 meetings; phone – 4 meetings
 - e. Electrical / I&C engineer: In person - 2 meetings; phone – 4 meetings

- f. Attendance at a progress meeting for each person will require 4 hours per person for preparation, attendance, and travel. Each telephone meeting will require 1.5 hours for participation and preparation.
4. Progress reviews will require up to 6 hours each for the Project Manager and Project Engineer.
5. Project communications that take place outside of scheduled meetings will require up to 24 hours for the Project Manager and 24 hours for the Project Engineer for the duration of the construction period.

Deliverables:

1. Construction progress meetings notes.
2. Summary notes of construction progress reviews.

Task 330 - Respond to Requests for Information

Objectives:

Provide responses to Requests for Information (RFI's) submitted by the Contractor and address clarifications to the contract documents from the City.

HDR Services:

1. Review and process Contractor's RFIs.
2. Collect field information needed to assist in preparation of a response to an RFI or submittal review.
3. Prepare e-mailed responses to written RFIs and email inquiries with attachments as needed to respond to the request.
4. Provide responses to requests from the City for interpretations of the contract documents.
5. Maintain a log of RFIs and status for tracking purposes.

City Responsibilities:

1. Review HDR responses to RFIs for concurrence.

Assumptions:

1. RFI's to be initiated in writing by Contractor on printed form and submitted electronically via Share Point.
2. There will be a total of approximately 40 RFI's requiring HDR responses, each requiring an average of 3 hours for review and preparation of a response.
3. Address up to 5 questions from the City concerning interpretation of drawings and specifications will require an average of 2 hours per response.

Deliverables:

1. Responses (with attachments) to each written RFI from the Contractor.
2. Responses (with attachments) or verbal responses, if appropriate, to each City request for interpretation of the contract documents.

Task 331 – Submittal Reviews**Objective:**

Review Contractor's submittals for conformance with construction contract requirements.

HDR Services:

1. Review submittals including schedules, shop drawings, catalogue cuts schedules and samples in accordance with the specifications. Review of shop drawings for content and conformity to the specifications, and return shop drawings to the Contractor with written comments.
2. Prepare and maintain list of submittals and a tracking log.

City Responsibilities:

1. Review HDR reviews for concurrence.

Assumptions:

1. Submittals will be complete and provided in accordance with the specification requirements.
2. HDR will review and comment only as necessary on informational submittals including temporary construction aides such as shoring, formwork, and dewatering. Any comments provided will be with the intent of addressing apparent concerns for safety or damage to property and facilities.
3. One original redline mark-up to be e-mailed to the City. Copies to be made for distribution to contractor.
4. Up to approximately 40 individual submittal items are identified in the specifications. It is anticipated that these items will be submitted by CSI section in packages.
5. Review of up to 40 original submittal packages requiring an average of 3 hours per submittal.
6. Up to 20 submittal items will require a re-submittal and an additional review at an average of 2 hours per review.
7. Up to 48 hours will be required for coordination and management of submittals reviews.

Deliverables:

1. Submittal log updates.
2. Reviews of original submittal items or shop drawings.

3. Reviews of revised submittals or shop drawings.

Task 332 – Substitution Requests

Objective:

Review and respond to substitution requests in conformance with construction contract requirements.

HDR Services:

1. Review and evaluate Contractor's requests for approval of substitutions. Provide a brief written evaluation of the request and a recommendation to the City including assessment of possible cost savings.
2. Prepare and maintain list of substitutions and tracking log.

City Responsibilities:

1. Review HDR responses for concurrence.
2. Decide on acceptance of substitution proposals.

Assumptions:

1. Substitution requests will be complete and provided in accordance with the specification requirements.
2. Normal substitution submittal review period will be two weeks, unless expediting is required to achieve permitting time constraints.
3. Up to 8 substitution or deviation requests will be reviewed requiring an average of 4 hours per substitution request.

Deliverables:

1. Reviews of substitution requests submitted by Contractor.
2. Substitution log.

Task 340 – Construction Observation and Technical Consultation

Objectives:

1. Provide construction observations.
2. Provide engineering input to facilitate construction progress.

HDR Services:

1. Perform daily observation of HDD construction activities and maintain a written log of key HDD construction activities, including photographs.

2. Perform daily observation of pile driving construction for the clearwell foundation.
3. Perform periodic observations of all other construction activities and maintain a written log of key construction activities, including photographs.
4. When requested by the Contractor, provide engineering input to help facilitate construction progress.
5. Provide technical input for civil, structural, mechanical, electrical, and I&C issues and questions not requiring site visits.
6. Attend special meetings and teleconferences to address construction questions and issues.

City Responsibilities:

1. Contract with an independent construction specialist to conduct periodic field observations during construction of buried piping and the clearwell foundation and tank.

Assumptions:

1. Up to 17 days for field observation for the HDD construction.
2. Up to 20 days for field observation for all other construction activities.
3. Up to 40 days for field observation of pile driving for the clearwell foundation. (Shannon & Wilson)
4. Up to 2 site visits by the Project Manager or the Project Engineer for special meetings at approximately 8 hours per visit including preparation, travel, and reporting.
5. Up to 3 site visits by project special discipline engineers (structural, electrical, and I&C) at approximately 8 hours per visit including preparation, travel, and reporting.
6. Up to 32 hours for phone consultation regarding field questions, documents interpretations, and project technical issues.

Deliverables:

1. Construction observation logs.
2. PDF file of field reports for all requested site visits.
3. E-mail responses to technical questions.

Task 350 – Field Orders and Work Change Directives

Objectives:

Prepare Field Orders (FOs) and Work Change Directives (WCDs) to facilitate construction progress.

HDR Services:

1. Prepare FOs.
2. Prepare WCDs.

City Responsibilities:

1. Review WCDs prepared by HDR for approval. Provide input during preparation of WCDs when requested.

Assumptions:

1. HDR will prepare and issue all FOs.
2. HDR will prepare and issue all WCDs. City will review and approve all WCDs.
3. Where required for a FO or WCD, design change sketches to be in CAD or hand drawn. Changes are assumed to be relatively simple in nature, requiring one or two sketches or revised construction drawings each.
4. Up to 6 FOs will be prepared at 2 hours total for each.
5. Up to 8 WCDs will be prepared. Time to address each design change is assumed to be up to an average of 12 hours total for engineering and CAD.

Deliverables:

1. FOs – final only (PDF).
2. WCDs – draft (in MS Word) and final (PDF).

Task 351 – Change Proposal Requests and Change Orders

Objectives:

1. Evaluate change proposal requests (CPRs) submitted by the Contractor.
2. Review change orders (COs).

HDR Services:

1. Review and evaluate CPRs from the Contractor with regard to design intent, entitlement, accuracy, and cost. Make recommendations to the City for acceptance.
2. Collect information needed to verify CPRs.
3. Prepare COs.
4. Provide field control and verification for compliance with approved CPRs and COs.

City Responsibilities:

1. Review and approve CPRs.
2. Review, approve, and process COs.

Assumptions:

1. There will be up to 6 CPRs. Each CPR will require up to 6 hours on average for to review.
2. There will be up to 4 COs. Each CO will require up to 6 hours to prepare.

Deliverables:

1. CPR review comments and recommendations to the City.
2. COs – draft (in MS Word) and final (PDF).

Task 360 – Commissioning and Acceptance Assistance

Objectives:

1. Provide assistance to the City during the commissioning phase of the project.
2. Assist the City with identification of any work that is deficient or does not meet contract requirements.
3. Review the Contractor's substantial completion submittal.
4. Compile documentation for Permits closure and agencies approvals.

HDR Services:

1. Review the testing / commissioning plans, procedures, and testing results for compliance with contract requirements.
2. Review equipment / system manufacturers' O&M training materials for completeness.
3. Lead the punch list walk through inspection.
4. Prepare the punch list and distribute to the Contractor.
5. Verify completion of the final punch list.
6. Compile and review warranty information.
7. Lead and coordinate closeout activities.
8. Review the Contractor's Substantial Completion submittal for completeness and compliance with contract requirements and provide input to the City regarding acceptance.
9. Assist with Permit closure documentation.
10. Complete and submit to DOH the Construction Completion Reports (CCR) and any associated documentation requested.

City Responsibilities:

1. Participate in the punch list walk-through inspection.

Assumptions:

1. Testing and commissioning will occur for all equipment and systems described in the Contract Documents, including the following major elements:
 - a. Clearwells.
 - b. Control valves.
 - c. Power and instrumentation.

- d. Integration with SCADA system.
2. Contractor is responsible for the coordination and implementation of testing / commissioning activities as described in the Contract Documents.
3. One-day punch list walk through with City.
4. One inspection each by the PM, Project Engineer, Structural Engineer, and Lead Electrical Engineer (8 hours each).
5. Two CCRs will be required, one for the RW Pipeline and one for the Second Clearwell.

Deliverables:

1. Review comments on testing / commissioning plans submitted by the Contractor.
2. Review comments on equipment / system manufacturers' O&M training materials.
3. Draft and final punch.
4. Review comments on the Contractor's Substantial Completion submittal.
5. Documentation for Permits closure, as required.
6. Construction Completion Reports (2) for submittal to DOH.

Task 370 – Record Drawing Preparation

Objective:

Prepare construction Record Drawings.

HDR Services:

1. Use the compiled field record drawings to prepare Record Drawings for the project.
2. Meet with the Contractor to clarify drawing changes, if needed.
3. Perform QA/QC review and provide draft Record Drawings to the City for review.
4. Finalize Record Drawings.

City Responsibilities:

1. Review and comment on draft Record Drawing set.

Assumptions:

1. Total number of drawings in set is 72.
2. Labor effort allocated for this task is: 0.5 hour/sheet (average) for engineering and 1.5 hours/sheet (average) for CADD. More time may be required and may be requested to be budgeted if field changes are more significant than anticipated or contractor mark ups are incomplete or require field verification.

Deliverables:

1. Draft record drawings (2 half-size hard copies).

2. Final record drawings in electronic format (AutoCAD and PDF on DVD).

Task 380 – Management & Administration

Objectives:

1. Organize, manage, and coordinate the HDR project team to the complete tasks for this phase of work.
2. Prepare monthly progress reports and invoices.

HDR Services:

1. Manage and coordinate the HDR project team during construction from the receipt of bids through project closeout.
2. Maintain an actions items list and decision log for the project.
3. Coordinate quality control reviews of each deliverable prepared by the HDR Team.
4. Update the Project Management Plan (PMP) to serve as a reference for team members throughout the project.
5. Provide the City with project progress, budget and schedule status monthly with submission of each invoice. Status report will include percent complete and percent spent by task.

City Responsibilities:

1. Communicate openly and regularly with HDR's Project Manager and be responsive to requests for information, direction and decisions.
2. Coordinate project efforts with City staff.
3. Review and approve invoicing.

Assumptions:

1. Project duration is anticipated to continue for 13 months. A total of 13 status reports requiring ½ hour per report are anticipated for the duration of the project.
2. Project Manager to participate in up to 12 project status phone calls with City, 1-hour each.

Deliverables:

1. Updated PMP. (PDF)
2. Status progress reports and invoices.



COMPENSATION

1. The estimated total not to exceed contract amount to complete the professional services identified in this scope of services is Three hundred eighty-seven thousand eight hundred Dollars (\$387,800).
2. Professional services rendered in connection with this scope will be billed on a Time and Materials basis not to exceed the estimated total contact amount.
3. Amount in accordance with the terms and conditions outlined in the signed agreement.

COST DETAIL PER TASK

SCHEDULE

It is anticipated that the project will follow the general project schedule shown below. This scope of work covers the period up to evaluation and selection of the construction contractors for both construction contracts.

- Bid OpeningMarch 10, 2020
- Contract AwardMarch 24, 2020
- Contractor Notice To ProceedMarch 27, 2020
- Substantial completionDecember 2020
- Final Completion.....January 2021

20-048-WTR-002

EXHIBIT B

PAYMENT TERMS

Compensation for HDR's services under this Agreement shall be on the basis of the actual employee hourly rate equal to Direct Labor Cost times a multiplier of **3.2** to be paid as total compensation for each hour an employee works on the project, plus Eligible Expenses, subject to the maximum stated in Article 2. Direct Labor Cost shall mean the actual salaries and wages, (basic and overtime) paid to all personnel engaged directly on the project.

Eligible Expenses shall mean the actual expenses incurred directly in connection with the project for transportation travel, subconsultants, subcontractors, computer usage, telephone, shipping and express mail, and other incurred expense. HDR will add three percent (3%) to invoices received by HDR from subconsultants. Charges for typical reimbursable expenses incurred by HDR will be at the following rates.

Miscellaneous:	Postage at cost
Travel:	IRS rate for business use of an automobile, currently \$0.545/mile Other travel expenses at cost
Copying:	At cost.
Phone:	No charge except for outside coordinated conference calls
Lodging:	Reimbursable at cost associated with travel
Meals:	Reimbursable at cost associated with travel

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the HDR's compensation as reimbursable expenses.



City Council Agenda Bill

Meeting Date: 2/24/2020

Agenda Item: [Click here to enter text.](#)

Subject: Port of Anacortes Cap Sante North and West Basin Upland Redevelopment Plan Update

Staff Contact: Don Measamer, PCED

Approved for Submittal to Planning Commission by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney
x	Don Measamer, Planning Director

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
	Contract
	Public Hearing
	Staff Report

Summary Statement: City staff have been working with the Port of Anacortes project team since 2017 on the Cap Sante North and West Basin redevelopment plan that includes proposals for an event center/offices, RV park and parking. The proposal will include rearrangement of the existing 9th street right of way with a street vacation, right of way dedication for street realignment, and a portion of Jim Rice Civic Park as street right of way.

The new building is proposed to be located in the 9th street right of way with public spaces to the east of the building along the shoreline.

Various permits will be required including, but not limited to Substantial Shorelines Development permit and Conditional Use Permit, Conditional use permit for the RV Park, Development agreement, and building permits.

Proposed building height of approximately 45 feet will required a complete view analysis consistent with the Shoreline Management Act.

Background: The Port and City entered into a Memorandum of Understanding in September of 2018 to work together towards the redevelopment of the of the Cap Sante North and West basin uplands. Goals of the agreement include.

- Provide a quality event space as an economic development catalyst and community asset.
- Increase connectivity between downtown businesses and Cap Sante Marina.
- Increase place making efforts.
- Energize Cap Sante Marina and its upland real estate assets.

e. Enhance public access and recreational opportunities.

F. Repurpose the Transit Shed property to maximize the potential of limited industrial waterfront and meet market demand while stabilizing the work force.

g. Meet goals and objectives set forth in the Port and City's Comprehensive plans and other strategic initiatives.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: Several concerns have been expressed regarding the building location blocking views and impacts to Jim Rice Civic Park.

Recommended Motion: NA

Alternative Actions: NA

Attachments: Port of Anacortes Presentation packet



COUNCIL BRIEFING PRESENTATION TOPICS

Meeting Topic and Number: City of Anacortes Council Briefing
Meeting Date and Time: February 24, 2020; 6:00 p.m.
Project Number: 0436.05.10
Project Name: Cap Sante Upland Basin Development
Meeting Location: Anacortes City Hall

Purpose:

To update the City Council on the status and rationale of the Cap Sante North and West Basin Upland Redevelopment Plan.

Topics:

1. Recap Project History and Process
2. Development Plan
3. Site Planning Concepts
4. Port Office /Event Center Building
5. Parking
6. Summary of Transactions Needed

**MEMORANDUM OF UNDERSTANDING
REGARDING
DEVELOPMENT AT THE CAP SANTE MARINA UPLANDS**

THIS Memorandum of Understanding Regarding Development at the Cap Sante Marina ("MOU") is made and entered into as of 9/7/2018 (the "Effective Date"), by and between the Port of Anacortes, a Washington municipal corporation (the "Port") and the City of Anacortes, a Washington municipal corporation (the "City"), hereinafter referred to collectively as the "Parties".

RECITALS

- A. The Port owns the Cap Sante Marina and adjacent uplands, including undeveloped uplands adjacent to the north and west of the Cap Sante Marina (the "Marina Uplands") as depicted on a map attached hereto as Exhibit "A".
- B. The Port owns and operates the Transit Shed which includes Port administrative offices, Port Commission meeting room, and a public event space (the "Transit Shed Property"). The Transit Shed Property is on a deep-water pier in a marine industrial area.
- C. The Port has conducted a real estate feasibility analysis of the possible development of the Marina Uplands as well as a review of the uses for Transit Shed Property entitled *Transit Shed and Cap Sante Marina Redevelopment Strategy* (the "Redevelopment Strategy"). This was funded through a Community Economic Revitalization Board grant and matching funds provided by the Port.
- D. The City owns the Anacortes Depot Site ("Depot Site"), a 5.75 acre tract two blocks east of downtown Anacortes, which houses the Depot Arts Center, the Maritime Heritage Center, the W.T. Preston Snagboat Museum and Snagboat Heritage Center, a madrone grove with rotating public artwork, and a seasonal farmers market.
- E. The Port and the City desire to participate in a cooperative relationship dedicated to the successful development of the Marina Uplands and repurposing of the Transit Shed property to marine industrial uses.
- F. The Redevelopment Strategy, augmented by additional community input, concluded that:
 - 1. there is a higher and better use for the Transit Shed Property (consistent with its land use zoning) as industrial marine which create living wage jobs for our community;

2. the Transit Shed, while enjoying great popularity as a unique Anacortes space, has notable drawbacks as an event center including lack of parking, size, conflicts with adjacent marine industrial uses and inadequate event support amenities;
3. the Marina Uplands could support a new events center, relocated Port administrative offices, additional commercial development including retail space, privately developed hotel, small retail spaces, upgraded fully serviced RV park, and connecting trails and open space and;
4. The City is in the process of updating the Depot Site Master Plan, which, to the extent practicable, could be coordinated with redevelopment planning efforts to create a campus-like environment.
5. the Marina Uplands redevelopment could require the construction of needed infrastructure including realignment of 9th Street to connect Q Avenue and R Avenue to create more waterfront access and accommodate existing traffic and periodic marine heavy haul traffic.
6. The objectives of the Redevelopment Strategy are consistent with the goals and policies from the Anacortes 2016 Comprehensive Plan, including:
 - a. ED-3.7. Encourage development of expanded lodging options to support overnight stays by tourists and other visitors.
 - b. ED-3.9 Encourage development of a civic community-gathering place and a destination events/concert/meeting/music venue or conference center with hotel in the downtown/waterfront area.
 - c. PR-2.3. Work with the Port of Anacortes to develop and interconnect Cap Sante Marina and surrounding areas.
 - d. LU-8.1.B. Enhance pedestrian connections between downtown and Fidalgo Bay waterfront, including improving pedestrian crossings on Q/R Avenue near Cap Sante Marina and options to re-establish logical connection between Q and Commercial Avenue near 12th Street.
 - e. LU-8.2. Encourage public/private partnerships to facilitate coordinated development that balances economic, public amenity, environmental, and historical/cultural preservation goals.
 - f. LU-8.3. Capitalize on maritime industry by making full use of sites already tailored to marine uses.

- g. LU-9.2. In shoreline areas with deep water access encourage and support water dependent and water related uses such as manufacturing, shipping/moorage, navigation, cargo handling and storage, fish processing and ship/boat construction and repair.
- G. The objectives of the Redevelopment Strategy are consistent with the goals in the Port of Anacortes Comprehensive Plan 2008 and the North and West Basin Concept Plan 2014, which refer to enhancing the connectivity of Cap Sante Marina to the downtown core, development of an event space and other amenities at Cap Sante Marina, relocation of Port Administrative offices, maintaining deep water moorage, piers, and upland facilities to support maritime customers and tenant.
- H. Accomplishing this community redevelopment will require close coordination between the Port and the City to address regulatory considerations, design, and funding.
- I. Chapter 39.34 RCW provides that local governments may cooperate to achieve common goals and to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform.
- J. Section 36.70B.170 RCW allows a local government to enter into a development agreement with a person having ownership or control of real property within its jurisdiction.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants in this MOU, the Parties agree as follows:

1. Goals of this MOU. The Port and the City collective goals under this Agreement, with respect to the Marina Uplands and the Transit Shed Property, are to work collaboratively to achieve their long-range vision for the Marina Uplands, benefitting all of Anacortes and its citizens. In this regard, this MOU sets forth the general outline of the actions and areas of responsibility of the Port and the City respectively to work together to develop the Marina Uplands and repurpose the Transit Shed Property. Specifically, the goals of this MOU are:
 - a. Provide a quality event space as an economic development catalyst and community asset
 - b. Increase connectivity between downtown businesses and Cap Sante Marina.
 - c. Enhance "place-making" efforts.

- d. Energize Cap Sante Marina and its upland real estate assets.
- e. Enhance public access and recreation opportunities.
- f. Repurpose the Transit Shed Property to maximize the potential of limited industrial waterfront and meet market demand while stabilizing the work force
- g. Meet goals and objectives set forth in the Port and City's Comprehensive Plans and other strategic initiatives

2. Roles of Port and City. The Parties' respective roles with regard to future development in the and around the area of the Marina Uplands are set forth below.

- a. Port Responsibilities: The Port will pursue generating commercial investment in the Marine Uplands that includes the construction of a new events center, Port administrative offices, and commercial retail or office space. It is anticipated that this will include:
 - i. New Hotel. It is anticipated a new hotel in the northern portion of the Marina Uplands will be developed by a private entity on long-term land lease from the Port, subject to permitting approval. The Port will develop a process to solicit interest from the private development community to construct the hotel.
 - ii. Full Service RV Park. The Port plans to develop a fully serviced RV park in the North Basin, subject to permitting approval. Subject to funding, the Port will undertake the design, funding, construction and operation of the proposed RV park.
 - iii. Relocation of Port Offices and Event Center. The Port plans to relocate its administrative offices and the events from the Transit Shed Property to the development, subject to permit approval, to free-up marine industrial space to support living wage jobs.
- b. City Responsibilities:
 - i. Funding Assistance. The City will support the Port's efforts to obtain needed funding for the new events center.
- c. Shared Responsibilities:
 - i. Community Input. The Port and the City will jointly solicit input from event stakeholders and the community regarding the redevelopment plan and any Development Agreement.
 - ii. Pursuit of Grant Funding. The Port and the City will cooperatively pursue a coordinated effort to secure funding from external sources.
 - iii. Development Agreement. The Parties will work cooperatively to prepare a Development Agreement, which will provide the framework for the redevelopment of the Marina Uplands and surrounding area. The Development Agreement will include, but not be limited to, the following considerations:

- (1). Connectivity. The Parties will pursue connectivity of the Marina Uplands to the Esplanade and the Depot Site through a community outreach process.
- (2). Open Space Plan. The Port will develop a Port Parks and Recreation Open Space Plan and seek RCO approval to include the proposed esplanade, with City support of those efforts.
- (3). Wayfinding. The Parties will work cooperatively through a community outreach process in the design and location of the wayfinding trail to connect the Marina Uplands, the Depot Site, and the downtown commercial center.
- (4). Potential Road Realignment. The City will work cooperatively with the Port to consider redesign options for the intersection of Q Avenue, R Avenue, 9th Street, and Market Street, with Parties focusing their efforts on Scenario C in the Port's Redevelopment Strategy. The redesign efforts should consider the continued need to provide heavy haul access to Pier 2 to support the marine industrial activities on Pier 2 and will include necessary utilities to support the relocation of the heavy haul road, new commercial development, the proposed RV Park, and the proposed hotel.
- (5). Boundary Line Adjustments and Property Transfers. The Marina Uplands development and potential road realignment may create the need for property line adjustments and rationalizing of rights of way and fee simple properties owned by the City and the Port. The Development Agreement will address any necessary property transfers or boundary line adjustments.
- (6). Permitting Requirements. The Development Agreement will address any land use requirements, SEPA requirements, shoreline permitting requirements, and any other issues deemed necessary by the Parties to demonstrate their shared vision for development of the project.

3. Project Coordination and Notices. In order to achieve the goals set forth in this MOU, it is recognized that there will need to be close cooperation between the Port and the City. The Port will be responsible for the overall project coordination. The respective "Project Coordinators" for the Port and the City are:

Director of Planning Properties & Environmental
Port of Anacortes
100 Commercial Avenue
Anacortes, WA 98221

City of Anacortes
PO Box 547
Anacortes, WA 98221

It is anticipated that the Project Coordinators will communicate regularly concerning the goals of this MOU, keep the elected public officials apprised of progress and significant issues and work to resolve issues as they arise. All notices or communications required or permitted

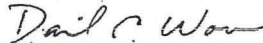
to be given under any of the provisions of this MOU must be in writing and will be deemed to have been given upon receipt when personally delivered.

4. Unanticipated Issues and Challenges. It is recognized that as the development of the Marina Uplands progresses there will be unanticipated issues and challenges. The Port and the City Project Coordinators will discuss and work through these issues consistent with the goals of this MOU. As needed they may elevate issues or seek consultations between elected officials.
5. Term and Termination. This MOU takes effect on the Effective Date and continues through the completion of the Cap Sante Redevelopment Strategy components or December 31, 2028, whichever is sooner. Either Party may terminate this MOU in whole or in part at any time before the date of expiration by providing 30 days written notice.
6. Scope of Authority. Neither Party has any independent authority to direct the management of the other Party's activities under this MOU nor, unless authorized in writing by the other Parties, the joint activities of the Parties hereunder. Neither Party has any authority to bind, to act for, or to assume any obligations or responsibilities on behalf of the other Party.
7. Independent Status of the City and the Port. The Parties to this MOU, in the performance of work pursuant to this MOU, will be acting in their individual capacities and not as agents, employees, volunteers, partners, joint venturers, or associates of one another. The employees, volunteers, or agents of one party shall not be considered or construed to be the employees, volunteers, or agents of the other party for any purpose whatsoever. No fixed assets of personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this MOU.
8. Responsibility for Acts and Omissions. The Port and the City respectively shall (i) be responsible for the acts or omissions of their respective elected officials or employees to the extent and in proportion that such acts or omissions gives rise to a claim for damages and (ii) to the extent permitted by law save, defend, and hold harmless to the extent and in proportion that such acts or omissions gives rise to a claim for damages.
9. No Required Appropriation and Expenditure of Funds. This MOU does not mandate the appropriation or expenditure of funds by either the Port or the City.
10. Applicable Law. This MOU, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington. Any dispute or proceeding arising out of this Agreement shall be filed in the Superior Court of the State of Washington for Skagit County.
11. No Third-Party Beneficiaries. There are no third-party beneficiaries to this MOU.
12. Counterparts. This MOU may be executed in counterparts, each of which shall be an original but all of which taken together constitute one and the same instrument.

13. Recording/Web Site Notice. Each Party will post this MOU on its web site or will, at its own expense, record this MOU as required by RCW 39.34.040.
14. Entire Agreement/Modification. This MOU represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions with respect to the subject matter of this MOU. This MOU may be supplemented, modified or amended only by written agreement of the Parties.

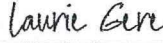
IN WITNESS WHEREOF, the Parties hereby execute this MOU as of the Effective Date set forth above.

PORT OF ANACORTES

DocuSigned by:


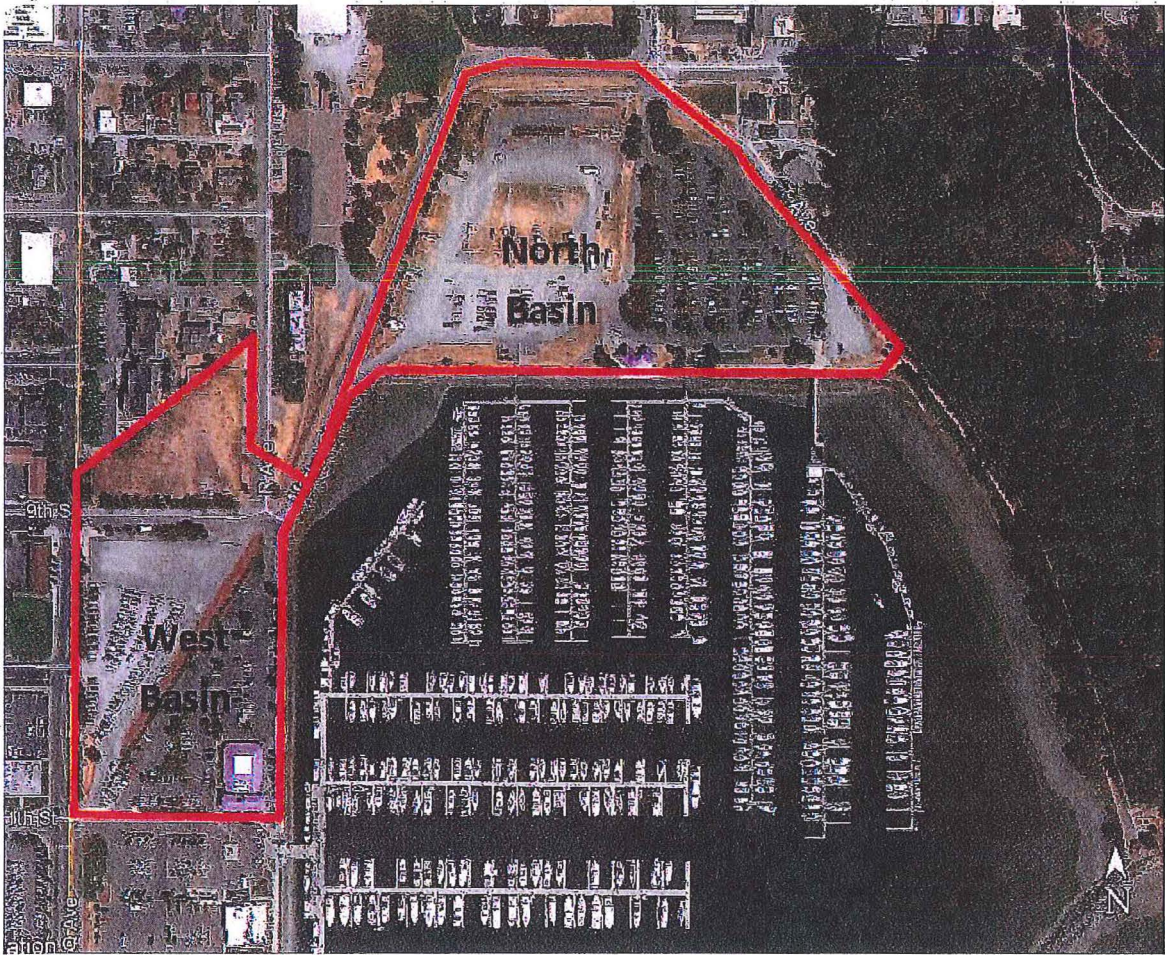
Executive Director

CITY OF ANACORTES

DocuSigned by:


Mayor

Exhibit A





COUNCIL BRIEFING PRESENTATION TOPICS

Meeting Topic and Number: City of Anacortes Council Briefing
Meeting Date and Time: February 24, 2020; 6:00 p.m.
Project Number: 0436.05.10
Project Name: Cap Sante Upland Basin Development
Meeting Location: Anacortes City Hall

Purpose:

To update the City Council on the status and rationale of the Cap Sante North and West Basin Upland Redevelopment Plan.

Topics:

1. Recap Project History and Process
2. Development Plan
3. Site Planning Concepts
4. Port Office /Event Center Building
5. Parking
6. Summary of Transactions Needed

**MEMORANDUM OF UNDERSTANDING
REGARDING
DEVELOPMENT AT THE CAP SANTE MARINA UPLANDS**

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RECITALS

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- C. The Port has conducted a real estate feasibility analysis of the possible development of the Marina Uplands as well as a review of the uses for Transit Shed Property entitled *Transit Shed and Cap Sante Marina Redevelopment Strategy* (the "Redevelopment Strategy"). This was funded through a Community Economic Revitalization Board grant and matching funds provided by the Port.
- D. The City owns the Anacortes Depot Site ("Depot Site"), a 5.75 acre tract two blocks east of downtown Anacortes, which houses the Depot Arts Center, the Maritime Heritage Center, the W.T. Preston Snagboat Museum and Snagboat Heritage Center, a madrone grove with rotating public artwork, and a seasonal farmers market.
- E. The Port and the City desire to participate in a cooperative relationship dedicated to the successful development of the Marina Uplands and repurposing of the Transit Shed property to marine industrial uses.
- F. The Redevelopment Strategy, augmented by additional community input, concluded that:
 - 1. there is a higher and better use for the Transit Shed Property (consistent with its land use zoning) as industrial marine which create living wage jobs for our community;

2. the Transit Shed, while enjoying great popularity as a unique Anacortes space, has notable drawbacks as an event center including lack of parking, size, conflicts with adjacent marine industrial uses and inadequate event support amenities;
3. the Marina Uplands could support a new events center, relocated Port administrative offices, additional commercial development including retail space, privately developed hotel, small retail spaces, upgraded fully serviced RV park, and connecting trails and open space and;
4. The City is in the process of updating the Depot Site Master Plan, which, to the extent practicable, could be coordinated with redevelopment planning efforts to create a campus-like environment.
5. the Marina Uplands redevelopment could require the construction of needed infrastructure including realignment of 9th Street to connect Q Avenue and R Avenue to create more waterfront access and accommodate existing traffic and periodic marine heavy haul traffic.
6. The objectives of the Redevelopment Strategy are consistent with the goals and policies from the Anacortes 2016 Comprehensive Plan, including:
 - a. ED-3.7. Encourage development of expanded lodging options to support overnight stays by tourists and other visitors.
 - b. ED-3.9 Encourage development of a civic community-gathering place and a destination events/concert/meeting/music venue or conference center with hotel in the downtown/waterfront area.
 - c. PR-2.3. Work with the Port of Anacortes to develop and interconnect Cap Sante Marina and surrounding areas.
 - d. LU-8.1.B. Enhance pedestrian connections between downtown and Fidalgo Bay waterfront, including improving pedestrian crossings on Q/R Avenue near Cap Sante Marina and options to re-establish logical connection between Q and Commercial Avenue near 12th Street.
 - e. LU-8.2. Encourage public/private partnerships to facilitate coordinated development that balances economic, public amenity, environmental, and historical/cultural preservation goals.
 - f. LU-8.3. Capitalize on maritime industry by making full use of sites already tailored to marine uses.

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- G. The objectives of the Redevelopment Strategy are consistent with the goals in the Port of Anacortes Comprehensive Plan 2008 and the North and West Basin Concept Plan 2014, which refer to enhancing the connectivity of Cap Sante Marina to the downtown core, development of an event space and other amenities at Cap Sante Marina, relocation of Port Administrative offices, maintaining deep water moorage, piers, and upland facilities to support maritime customers and tenant.
- H. Accomplishing this community redevelopment will require close coordination between the Port and the City to address regulatory considerations, design, and funding.
- I. Chapter 39.34 RCW provides that local governments may cooperate to achieve common goals and to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform.
- J. Section 36.70B.170 RCW allows a local government to enter into a development agreement with a person having ownership or control of real property within its jurisdiction.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants in this MOU, the Parties agree as follows:

1. Goals of this MOU. The Port and the City collective goals under this Agreement, with respect to the Marina Uplands and the Transit Shed Property, are to work collaboratively to achieve their long-range vision for the Marina Uplands, benefitting all of Anacortes and its citizens. In this regard, this MOU sets forth the general outline of the actions and areas of responsibility of the Port and the City respectively to work together to develop the Marina Uplands and repurpose the Transit Shed Property. Specifically, the goals of this MOU are:
 - a. Provide a quality event space as an economic development catalyst and community asset
 - b. Increase connectivity between downtown businesses and Cap Sante Marina.
 - c. Enhance "place-making" efforts.

- d. Energize Cap Sante Marina and its upland real estate assets.
- e. Enhance public access and recreation opportunities.
- f. Repurpose the Transit Shed Property to maximize the potential of limited industrial waterfront and meet market demand while stabilizing the work force
- g. Meet goals and objectives set forth in the Port and City's Comprehensive Plans and other strategic initiatives

2. Roles of Port and City. The Parties' respective roles with regard to future development in the and around the area of the Marina Uplands are set forth below.

- a. Port Responsibilities: The Port will pursue generating commercial investment in the Marine Uplands that includes the construction of a new events center, Port administrative offices, and commercial retail or office space. It is anticipated that this will include:
 - i. New Hotel. It is anticipated a new hotel in the northern portion of the Marina Uplands will be developed by a private entity on long-term land lease from the Port, subject to permitting approval. The Port will develop a process to solicit interest from the private development community to construct the hotel.
 - ii. Full Service RV Park. The Port plans to develop a fully serviced RV park in the North Basin, subject to permitting approval. Subject to funding, the Port will undertake the design, funding, construction and operation of the proposed RV park.
 - iii. Relocation of Port Offices and Event Center. The Port plans to relocate its administrative offices and the events from the Transit Shed Property to the development, subject to permit approval, to free-up marine industrial space to support living wage jobs.
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 - i. Funding Assistance. The City will support the Port's efforts to obtain needed funding for the new events center.
- c. Shared Responsibilities:
 - i. Community Input. The Port and the City will jointly solicit input from event stakeholders and the community regarding the redevelopment plan and any Development Agreement.
 - ii. Pursuit of Grant Funding. The Port and the City will cooperatively pursue a coordinated effort to secure funding from external sources.
 - iii. Development Agreement. The Parties will work cooperatively to prepare a Development Agreement, which will provide the framework for the redevelopment of the Marina Uplands and surrounding area. The Development Agreement will include, but not be limited to, the following considerations:

- (1). Connectivity. The Parties will pursue connectivity of the Marina Uplands to the Esplanade and the Depot Site through a community outreach process.
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- (4). Potential Road Realignment. The City will work cooperatively with the Port to consider redesign options for the intersection of Q Avenue, R Avenue, 9th Street, and Market Street, with Parties focusing their efforts on Scenario C in the Port's Redevelopment Strategy. The redesign efforts should consider the continued need to provide heavy haul access to Pier 2 to support the marine industrial activities on Pier 2 and will include necessary utilities to support the relocation of the heavy haul road, new commercial development, the proposed RV Park, and the proposed hotel.
- (5). Boundary Line Adjustments and Property Transfers. The Marina Uplands development and potential road realignment may create the need for property line adjustments and rationalizing of rights of way and fee simple properties owned by the City and the Port. The Development Agreement will address any necessary property transfers or boundary line adjustments.
- (6). Permitting Requirements. The Development Agreement will address any land use requirements, SEPA requirements, shoreline permitting requirements, and any other issues deemed necessary by the Parties to demonstrate their shared vision for development of the project.

3. Project Coordination and Notices. In order to achieve the goals set forth in this MOU, it is recognized that there will need to be close cooperation between the Port and the City. The Port will be responsible for the overall project coordination. The respective "Project Coordinators" for the Port and the City are:

Director of Planning Properties & Environmental
Port of Anacortes
100 Commercial Avenue
Anacortes, WA 98221

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PO Box 547
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It is anticipated that the Project Coordinators will communicate regularly concerning the goals of this MOU, keep the elected public officials apprised of progress and significant issues and work to resolve issues as they arise. All notices or communications required or permitted

to be given under any of the provisions of this MOU must be in writing and will be deemed to have been given upon receipt when personally delivered.

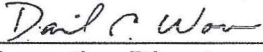
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5. Term and Termination. This MOU takes effect on the Effective Date and continues through the completion of the Cap Sante Redevelopment Strategy components or December 31, 2028, whichever is sooner. Either Party may terminate this MOU in whole or in part at any time before the date of expiration by providing 30 days written notice.
6. Scope of Authority. Neither Party has any independent authority to direct the management of the other Party's activities under this MOU nor, unless authorized in writing by the other Parties, the joint activities of the Parties hereunder. Neither Party has any authority to bind, to act for, or to assume any obligations or responsibilities on behalf of the other Party.
7. Independent Status of the City and the Port. The Parties to this MOU, in the performance of work pursuant to this MOU, will be acting in their individual capacities and not as agents, employees, volunteers, partners, joint venturers, or associates of one another. The employees, volunteers, or agents of one party shall not be considered or construed to be the employees, volunteers, or agents of the other party for any purpose whatsoever. No fixed assets of personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this MOU.
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IN WITNESS WHEREOF, the Parties hereby execute this MOU as of the Effective Date set forth above.

PORT OF ANACORTES

DocuSigned by:

Executive Director

CITY OF ANACORTES

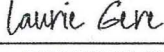
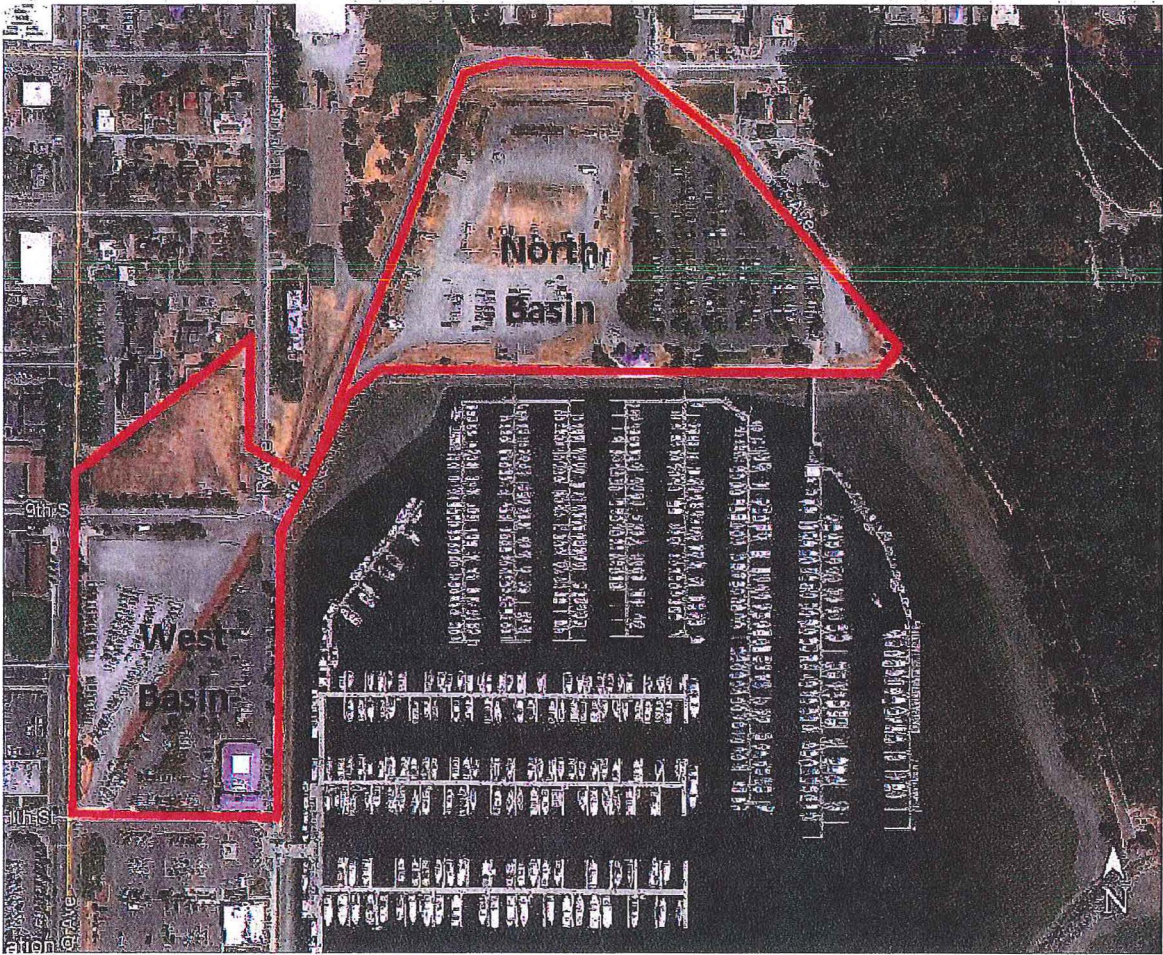
DocuSigned by:

Mayor

Exhibit A





COUNCIL BRIEFING PRESENTATION TOPICS

Meeting Topic and Number: City of Anacortes Council Briefing
Meeting Date and Time: February 24, 2020; 6:00 p.m.
Project Number: 0436.05.10
Project Name: Cap Sante Upland Basin Development
Meeting Location: Anacortes City Hall

Purpose:

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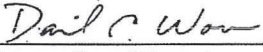
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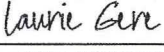
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PORT OF ANACORTES

DocuSigned by:


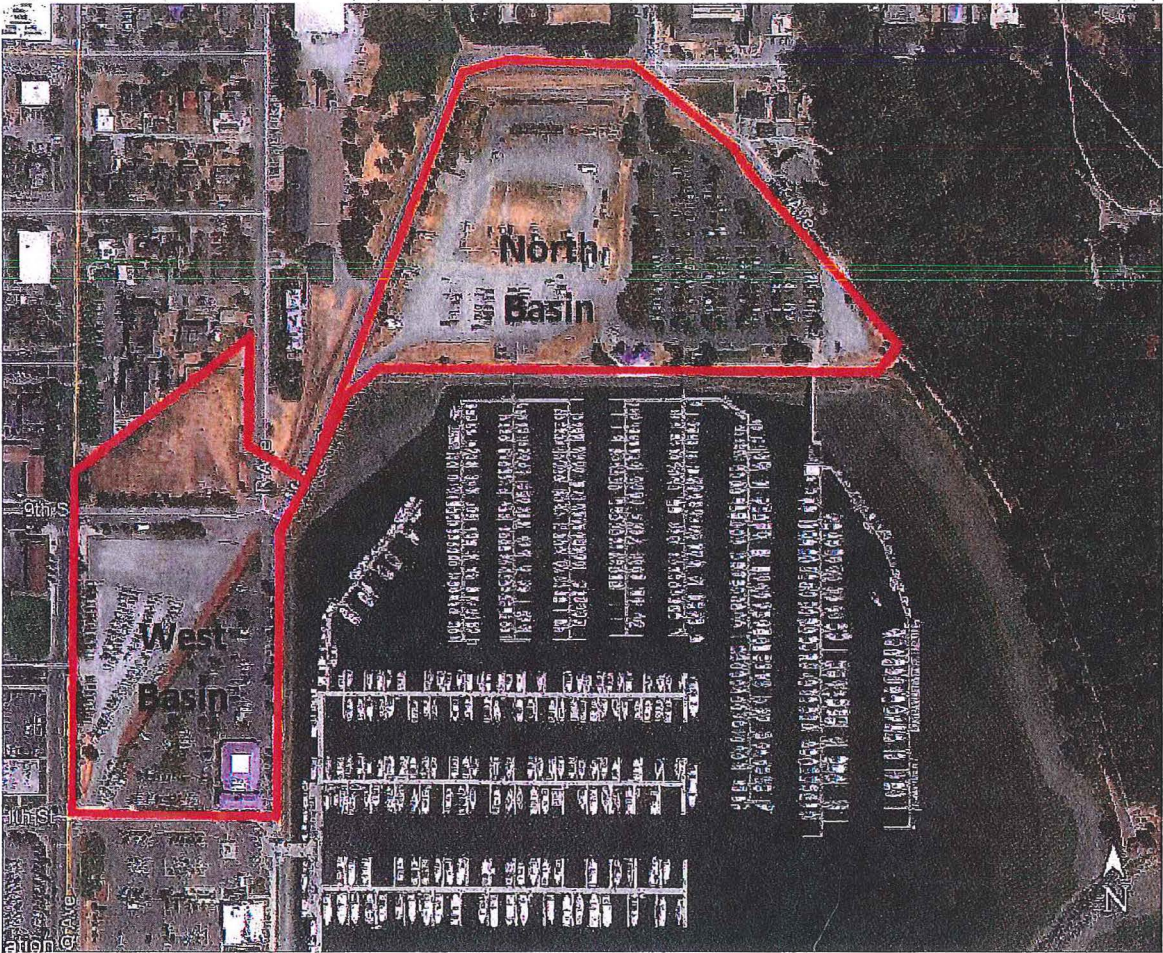
Dail C. Wong
Executive Director

CITY OF ANACORTES

DocuSigned by:


Laurie Gore
Mayor

Exhibit A



Attachment 3: Policy Analysis - Justification of Request

1. The concept plan and request are consistent with or are supported by, the following goals and policies of the City's 2016 Comprehensive Plan.

PR-2.3. Work with the Port of Anacortes to develop and interconnect Cap Sante Marina and surrounding areas.

Goal LU-5. Community Gathering Space. Preserve and develop inviting and distinctive gathering spaces, with the greatest emphasis in Downtown and commercial areas.

Policy LU-5.1. Maintain and extend the Guemes Channel Trail and waterfront esplanades integrating community gathering spots at strategic locations along the trail corridor.

Policy LU-5.2. Adopt development regulations that encourage the integration of usable public open space in commercial and mixed-use areas.

Policy LU-5.4. Pursue strategic public/private partnerships with large developments to leverage high quality public space integrated with new development.

Goal LU-8. Fidalgo Bay and Guemes Channel Waterfronts. Maintain and enhance Anacortes' waterfront as a unique and irreplaceable environmental, economic, and recreational amenity for the city.

Policy LU-8.1. Enhance physical and visual access to the water.

Maintain and extend the Guemes Channel Trail and waterfront esplanade along the entire waterfront consistent with the goals and policies of the Shoreline Master Program.

Enhance the pedestrian connections between downtown and Fidalgo Bay waterfront. Key considerations:

- o Improve pedestrian crossings on Q/R Avenue near Cap Sante Marina.

Policy LU-8.2. Encourage public/private partnerships to facilitate coordinated development that balances economic, public amenity, environmental, and historical/cultural preservation goals. Example concepts:

Infrastructure agreements.

Public space provisions.

Provisions to encourage special/active waterfront uses including lodging/conference facilities, recreational/cultural facilities.

LU-8.1. B. Enhance pedestrian connections between downtown and Fidalgo Bay Waterfront.

LU-8.2. Encourage public/private partnerships to facilitate coordinated development that balances economic, public amenity, environmental, and historical/cultural preservation goals.

LU-8.2. Capitalize on maritime industry by making full use of sites already tailored to marine uses. (

Note: Following the constructing of the Event Center and the reuse of the transit shed building, this goal will be satisfied.

ED-3.9. Encourage development of a civic community-gathering place and a destination events/concert/meeting/music venue or conference center with hotel in the downtown/waterfront area.

Goal PR-2. Shoreline Access.

Increase the opportunities for public access to and enjoyment of the shorelines of Anacortes, including both physical and visual access.

Policy PR-2.1. Place a high priority on completing the multi-use trail along Guemes Channel from the Depot Arts Center to Washington Park with links to other natural areas including the ACFL and Ship Harbor Interpretive Preserve.

Policy PR-2.2. Pursue public-private and other agency partnerships in developing conveniently spaced public access points to the Guemes Channel trail that include parking and other facilities that are designed to be compatible with their surroundings.

Policy PR-2.5. City owned rights-of-way or street ends that afford access to, or views of, marine shorelines should be evaluated for suitability as street end parks and/or wildlife corridors and developed as such if appropriate.

Note: The proposed vacated right of way would be replaced by a publicly available event center and two large public plazas adjacent to the waterfront. The large plazas would not be feasible without the vacation.

Goal PR-9. Open space connectivity. Establish and acquire a network of open space and public access corridors.

Policy PR-9.1. Develop an integrated open space network plan that identifies connection opportunities between historical, cultural, aesthetic, archaeological, biological, natural, recreational and educational sites.

Policy PR-9.2. Maintain and periodically update the "Open Space Connectivity Map" to identify greenbelt and open space areas within the urban growth area and between urban growth areas, generally consistent with the Skagit Countywide UGA Open Space Concept Plan (2009). This includes connections that link the Tommy Thompson Trail, Cap Sante, Washington Park, the downtown, marinas, city trails, schools and other assets; and links between the Community Forestlands and Deception Pass State Park.

Policy PR-9.3. Funding the protection of open space required for habitat, wildlife movement, public access, non-motorized recreational corridors, and similar purposes shall continue to be a City priority.

Policy PR-9.4. Unopened or under-developed rights-of-way shall be evaluated for use as non-motorized public and community access and wildlife corridors prior to granting any vacation or encroachment easement.

Policy T-2.1. Continue to improve the safety of the transportation system to work towards the state's goal of zero deaths and disabling injuries by the year 2030.

Policy T-2.2. In our concern for safety for all travelers; while making planning and budget decisions the City will utilize the following prioritization for different travel modes:

Pedestrian
Bicycle

Motorcycle
Transit
Freight
Carpool
Single Occupant Vehicle

2. The concept plan and request are consistent with, or supported by, the following goals and policies of the City's Shoreline Management Master Program:

Policy 4.3.4. Encourage public access to the water and the shoreline in commercial areas.

Policy 4.4.2. Motorized land transportation routes should be located as far as reasonably possible from the water's edge, except where needed to access water dependent uses.

Policy 4.4.3. When possible, improve existing transportation facilities to enhance economic, recreational, and visual benefits to the public.

Policy 4.5.2. Increase opportunities for public view sites and identify publicly owned access areas through appropriate signing.

Policy 4.5.3. Use street ends abutting shorelines for public access and view easements, and develop lateral access along the waterfront connecting access points unless an alternative public access plan has been agreed to by the City.

Policy 4.5.13. Encourage plans by existing industries and public agencies occupying waterfront lands, including the Port of Anacortes and Washington State Ferries, to provide as much public accessibility to the water as practicable, consistent with public safety, homeland security concerns, and the protection of shoreline ecological functions

Policy 4.6.1. Increase opportunities for water-oriented recreation in coordination with the Port of Anacortes and Skagit County.

Policy 4.6.2. Develop priorities for acquisition of public recreation and access sites in shoreline areas, particularly those providing lineal access, and acquire sites through purchase or easements.

Policy 4.6.7. All uses abutting the Fidalgo Bay waterfront should provide a walkway that will constitute a segment of a continuous, publicly accessible esplanade (the walkway should be at least ten feet wide) unless an alternative public access plan has been agreed to by the City.

Policy 8.13.10. Road and railway development should be located as far inland from the land/water interface as feasible and should not interfere with other appropriate shoreline uses or degrade shoreline areas.

3. The request is consistent with the goals and objectives expressed in the joint City/Port Anacortes Maritime Strategic Plan Study (2018):

The Concept Plan directly supports the plan's goals to establish Anacortes as a regional and international destination for marine-related tourism and increasing public access to the Waterfront; by the construction of the Event Center Building, enhancing public access and by creating future tourism related building pads.

The Concept Plan helps support and retain existing maritime industry businesses, and facilitate their growth by returning the Transit Shed to Marine Industrial Use

4. The request is consistent with the City's criteria for the vacation of street rights of way.

City Criteria: (see AMC 12.50.110) A

- 1. Whether a change of use or vacation of the street or alley will better serve the public;*
- 2. Whether the street or alley is no longer required for public use or public access;*
- 3. Whether the substitution of a new and different public way would be more useful to the public;*

Comment: Once constructed, the realigned right of way will result in a more useful and safer public intersection. The realignment will increase land available for public access and enhance the ability for the general public to experience and enjoy the Cap Sante waterfront. The existing right of way will not be needed once the realignment is complete.

- 4. Whether conditions may so change in the future as to provide a greater use or need than presently exists; and*

Comment: Traffic volume is likely to increase in the future to both the Cap Sante Marina and to the northeastern portion of the City. Increased traffic volume will increase the potential dangers of the existing intersection design. The proposed realignment of the rights of way will function more efficiently and safer than the existing rights of way while enhancing public access.

- 5. Whether objections to the proposed vacation are made by owners of private property (exclusive of petitioners) abutting the street or alley or other governmental agencies or members of the general public.*

Comment: The Port has introduced the conceptual street realignment at Advisory Committees and open houses with little or no adverse comments from the general public or Marina users.

City Council Criteria (see AMC 12.50.120)

- A. The city shall not vacate a street or alley if any portion of the street or alley abuts a body of salt or fresh water unless:*

- 1. The vacation is sought to enable the city to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, educational purposes, or other public uses*

Response: While both rights of way lead in the direction of the waterfront, they do not physically abut the waters of Cap Sante Marina. The Port of Anacortes owns property lying between the

water and the street right of way and is presently utilized for road and pedestrian access. The pedestrian access will remain and be enhanced following vacation.

3. The city council, by resolution, declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: port, beach or water access, pedestrian and wildlife corridors, boat moorage, launching sites, park, public view, recreation, or education; or

4. The vacation is sought to enable the city to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the street or alley sought to be vacated abuts, had the properties included in the plan not been vacated.

Response: It is the Port's intent that the concept plan in figure 1 be adopted by a Council approved development agreement. The concept plan improves transportation flow and safety and enhances public assembly, access, and views of the waterfront.

The area proposed to be vacated would be utilized for a new community event center and will enhance pedestrian access and general public views of the waterfront.

Following the hearing, the city council shall determine whether to vacate the street or alley. The determination shall include, but not be limited to, consideration of the following criteria:

- 1. Whether a change of use or vacation of the street or alley will better serve the public;*
- 2. Whether the street or alley is no longer required for public use or public access;*
- 3. Whether the substitution of a new and different public way would be more useful to the public;*
- 4. Whether conditions may so change in the future as to provide a greater use or need than presently exists*

Response: With the rededication and improvement of the realigned 9th Street:

1. The vehicular and pedestrian transportation system will be better served and is necessary for the public good through the enhancement of public transportation objectives by:

- Improving public safety through the elimination of an existing awkward and dangerous five-way intersection
- Improving vehicular and non-motorized traffic flow through the area.
- Incorporating a new and safer new heavy haul route.

2. The request will support the following public purposes:

- Vacated Area 1 would be developed for a new public event center with a total of 11,860 square feet available to the public for community events.
- The vacation will enhance public access to the area by providing an additional 21,100 square feet of public plazas. The plaza areas would not be feasible without the vacation of Area 1.
- Relocation of the current event center building will allow reuse of the "Transit Shed" building for marine-dependent jobs and activities.

Vehicular views along R Avenue will not be substantially impacted. While vehicular views of Cap Sante Marina from 9th Street will be affected, new viewing opportunities will be created from vistas created by the new Event Center Building, public plazas, and pedestrian walkways (see Attachment 2).

- The existing right of way will not be necessary once the new street and utility alignment is constructed and dedicated.



MEMORANDUM

To: Don Measamer, Anacortes Planning Director Date: February 18, 2020

From: Brenda Treadwell, Port Planning Director Project No. 0436.05.10

RE: Cap Sante Marina North and West Basin Development Plan and Request for Unified City Opinion

The Port of Anacortes has completed 30% design plans for the North and West Basin Redevelopment adjacent to the Cap Sante Marina. Implementation of the plan requires realignment of the 9th and Market Street rights of way and their intersection with R Avenue and other property agreements as outlined in this memorandum. The need for street realignment to improve traffic flow and efficiency has, for a number of years, been recognized by both the City and Port and memorialized in several documents including the North and West Basin Concept Plan (2014), the Anacortes Maritime Strategic Plan (2018), the Transit Shed and Cap Sante Redevelopment Study (2018) and the City/Port Memorandum of Understanding (2018).

The Port respectfully requests a unified city administrative opinion as to the merits on several key issues. In making this request, the Port recognizes that additional public hearings are necessary, and the ultimate decision will lie with the City Council. The Port would appreciate, however, the opinion of the administration on these issues before proceeding with formal petitions.

SUMMARY

The Port development plan and the location of the Port Office/ Event Center Buildings together with the necessary land transactions to support plan improvements described below are consistent with past mutual understandings and the goals and policies of the City's Comprehensive Plan and Shoreline Master Program. The Port is of the opinion that the request to vacate the existing 9th Street and R Avenue rights of way satisfies the City's criteria related to the vacation of rights of way by providing an alternative route which provides for substantial benefits to the general public.

This memorandum explains in detail the key issues, the rationale and justification supporting the issues, and a proposal as to how the Port would prefer to resolve them.

CONCEPT PLAN

The concept plan (See Figure 1) reflects several years of ongoing work. It was developed in partnership with the City, with input from two stakeholder groups and the community through open houses with the following project goals in mind:

- Provide improved event space as an economic development catalyst and community asset

- Energize the Cap Sante Marina waterfront
- Improve connectivity between downtown and Cap Sante Marina
- Improve walkability and vehicular mobility
- Expand civic space and public access areas
- Maintain views
- Build on maritime and railroad history
- Support operations of Cap Sante Marina
- Return the Transit Shed to Marine Industrial Use

Figure 1: Concept Plan



Critical Plan Component

The concept plan is dependent on the realignment of existing 9th and Market Streets with R Avenue. As the aerial photograph below illustrates, the current intersection is awkward, confusing, and poses a safety concern for vehicle passengers and pedestrians.

Aerial 1: Existing 9th / Market/ R Ave Intersection



Interlocal Memorandum of Understanding

It has been the mutual intent of the City and the Port to address this cumbersome intersection in the Cap Sante planning process. The possibility of realigning this intersection was embodied in the Memorandum of Understanding executed between the Port and the City (see Attachment 1; recital F.5 and agreement 2 c. iii. 4).

Building Location Rationale

In addition to improving traffic safety, the street realignment affords a unique opportunity to site the proposed Event Center building which will:

1. Enhance visual connectivity with Q Avenue
2. Create synergy between Cap Sante Marina, the Maritime Museum /Depot and Downtown.
3. Create and enhance public spaces adjacent to waterfront
4. Provide a variety of meaningful public views of the waterfront
5. Evenly distribute parking throughout Cap Sante

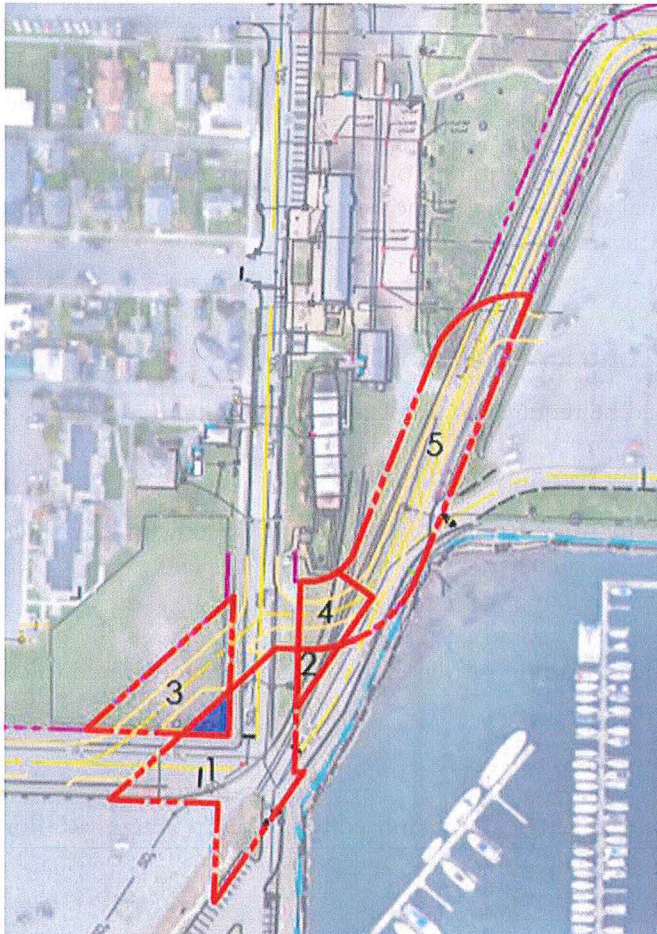
Other Event Center locations, such as adjacent to Q Ave or 9th Street, would orient the public spaces to parking areas and not to the waterfront. This rationale will be visually illustrated during the Council presentation on February 24th, 2020.

Other locations were considered including within the north basin area, but those locations would exasperate the unsafe traffic condition of the five-way intersection, would not create the community synergy, and would unnecessarily impinge on needed marina parking.

Actions Necessary for Plan Implementation

In order to implement the concept plan, several transactions (approvals and/or actions) will eventually be required from the City Council. Prior to formal submittals, the Port is seeking a unified City staff position regarding these necessary actions. The areas of the actions are depicted in figure 2 below:

Figure 2: Transaction Map



TRANSACTION AREAS	
PARCEL	AREA (square feet)
1	25530
2	1640
3	12480
4	5560
5	30930
	PORT OWNED PROPERTY NOT PART OF ANY TRANSACTION AREA

Area 1 depicts the outer boundary of the current 9th Street and R Avenue rights of way. The area is 25,530 square feet in size.

Area 2 is 1,640 square feet in size and owned by the City. This remnant portion would be created by the dedication and improvement of the proposed Market Street intersection (Area 4) with R Avenue.

Area 3 consisting of 12,480 square feet, represents the proposed new 9th Street alignment.

Area 4 is 5,560 square feet in size and is owned by the City. This area would be utilized for the new Market Street alignment.

Both Areas 2 and 4 are within the general boundaries of Jim Rice Park (AMC 12.16.010). However, portions of the property may be part of the former railroad right of way and as such may have restrictive easements for street and utility purposes.

Area 5 consists of property in which the existing Market Street is located. Market Street provides residential access and is designated as an arterial in the City Transportation Element within the Comprehensive Plan. The easement area for the street is jointly owned by the Port and the City. A survey may be necessary to determine the actual area of the easement on land owned by the Port, but it is approximately 30,930 square feet within the area depicted on Figure 2.

Necessary Actions

Action 1. Vacation of portions of the 9th and R Avenue rights of way

- Existing city rights of way (Area 1) would be required to be vacated by the City.

Action 2. Dedication of Property owned by the City and Port.

- Area 4 would require dedication by the City for the newly aligned Market Street with R Avenue.
- Area 3 would be dedicated by the Port to the City for the realigned 9th Street.
- Area 5 which makes up the Port's easement portion of Market Street could be dedicated to the City, if desired.

Action 3. Isolated City Property.

- The remnant portion of City-owned property (Area 2) is proposed to be incorporated with Port land into the proposed north Jim Rice public plaza of the concept plan.

PROPOSAL

Action 1:

The Port will soon submit a formal petition for the vacation of street and utility rights within Area 1. It is understood that both the street and underlying utilities would have to be reconstructed within a new alignment, which is depicted as Area 3 in the Transaction Map (figure 2). As part of this proposal, Area 1 should remain in its current use and operations until such time as the new road and utilities are constructed within the new right of way (Area 3) and the new right of way dedicated to the City. The Port believes that the land area to be dedicated (Area 3) should be credited to offset the area of land proposed to be vacated within Area 1.

Action 2:

Given that the present Market Street is designated by the City as a minor arterial, the Port proposes that the City dedicate Area 4 for street and utility purposes in the interests of public safety and the cooperation expressed in the MOU. This could be memorialized within a developer agreement.

Action 3:

The Port proposes that the City within a developer agreement, provide for incorporation of the remnant Area 2 within the new Jim Rice public plaza. The Port would be pleased to work cooperatively with City staff in interpretive signage for the new Plaza.

JUSTIFICATION

In the Port's opinion, the requested actions are consistent with the goals and policies of the City, the goals expressed in the joint City/Port Anacortes Maritime Strategic Plan Study (2018), and the criteria for the vacation of street rights of way. (See Attachment 3 for Goal and Policy analysis.)

The requested actions to implement the concept plan also results in benefits to the general public as described below: The concept plan when completed will:

1. Improve public safety through realignment of the unwieldy five-way intersection
2. Result in additional land available for public purposes
3. Enhance public waterfront viewing opportunities of Cap Sante Marina
4. Free up the "Transit Shed" for valuable marine industrial jobs

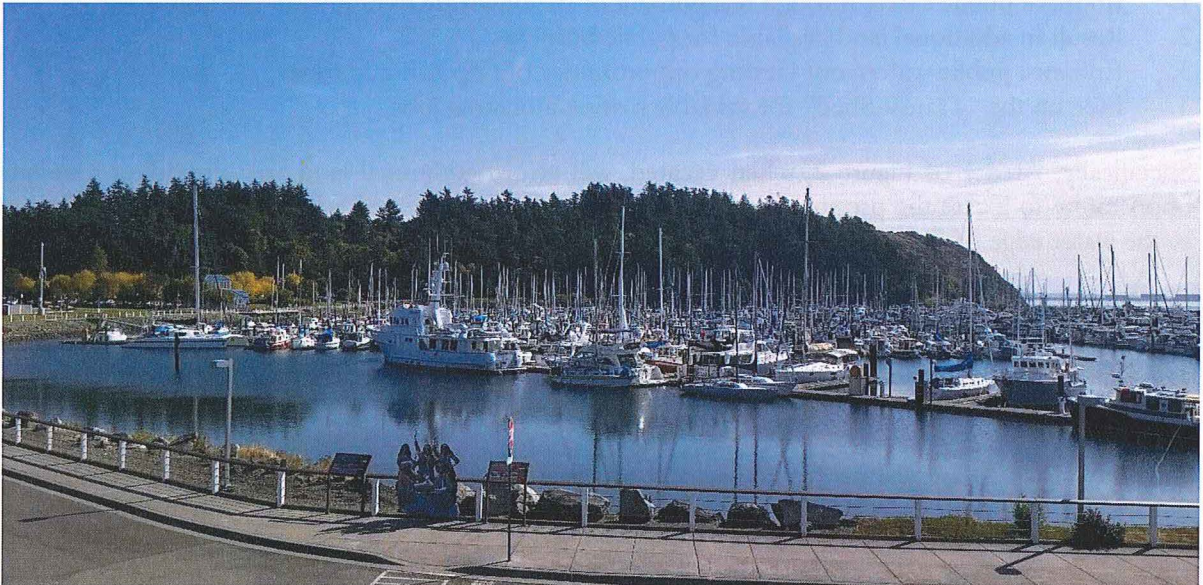
Specifically, Area 1 of Figure 2, when vacated, will afford additional land area providing a unique opportunity to locate the proposed Event Center Building and two additional public plazas adjacent to the water edge of Cap Sante Marina.

Construction of the Event Center building would consist of 7,450 square feet of assembly space available to the public on the first floor. On the second floor of the building, facing the marina, is an additional 1,510 square feet of mezzanine space adjacent to an outside deck of 2,950 square feet. (See attachment 4) These spaces are available for public community meetings and events.

Two public plazas are planned to lie adjacent to the proposed building near Cap Sante Marina and Esplanade. The north plaza is 5,940 square feet and in recognition of land now within "Jim Rice Park" is proposed to be named Jim Rice Plaza. The main plaza to the immediate southeast of the building is approximately 15,160 square feet in area. With the realignment of the rights of way, a total amount of space available to the public is 32,960 square feet, exclusive of the esplanade.

From these public areas, meaningful panoramic public views of the marina are created for the general public rather than the motoring public.

Photographs of Views from the Proposed Event Center Building and Plazas



REQUEST

The Port asks that the City provide a unified staff position on the merits of the concept plan and specifically the implementing actions discussed herein. We are prepared to engage proactively with your team on a schedule to resolve any outstanding questions that may exist.

Attachments:

1. City / Port Memorandum of Understanding
2. Before and After 9th Street View Perspectives
3. City Goals and Policy Analysis
4. Event Center Interior Space

Hunt, Marcia

From: Measamer, Don
Sent: Monday, February 24, 2020 11:51 AM
To: City Council; Gere, Laurie
Cc: Hunt, Marcia
Subject: Port of Anacortes Presentation
Attachments: Port of Anacortes View Pictures.pdf

Mayor and City Council,

In printing/scanning and putting together the CC packet for the Port Presentation I accidentally left out the attached documents, view pictures from 9th and R avenue, before and after, and a conceptual drawing of the building. My apologies for any confusion.

I have hard copies for the meeting tonight.

Best regards,



DON MEASAMER
**Director of the Planning, Community &
Economic Development Department**

City of Anacortes

904 6th Street & Q Avenue | Anacortes, WA 98221

p: 360-299-1942

don@cityofanacortes.org | www.anacorteswa.gov

View - 9th Street Before



View - 9th Street After



View - R Avenue Before



View - R Avenue After

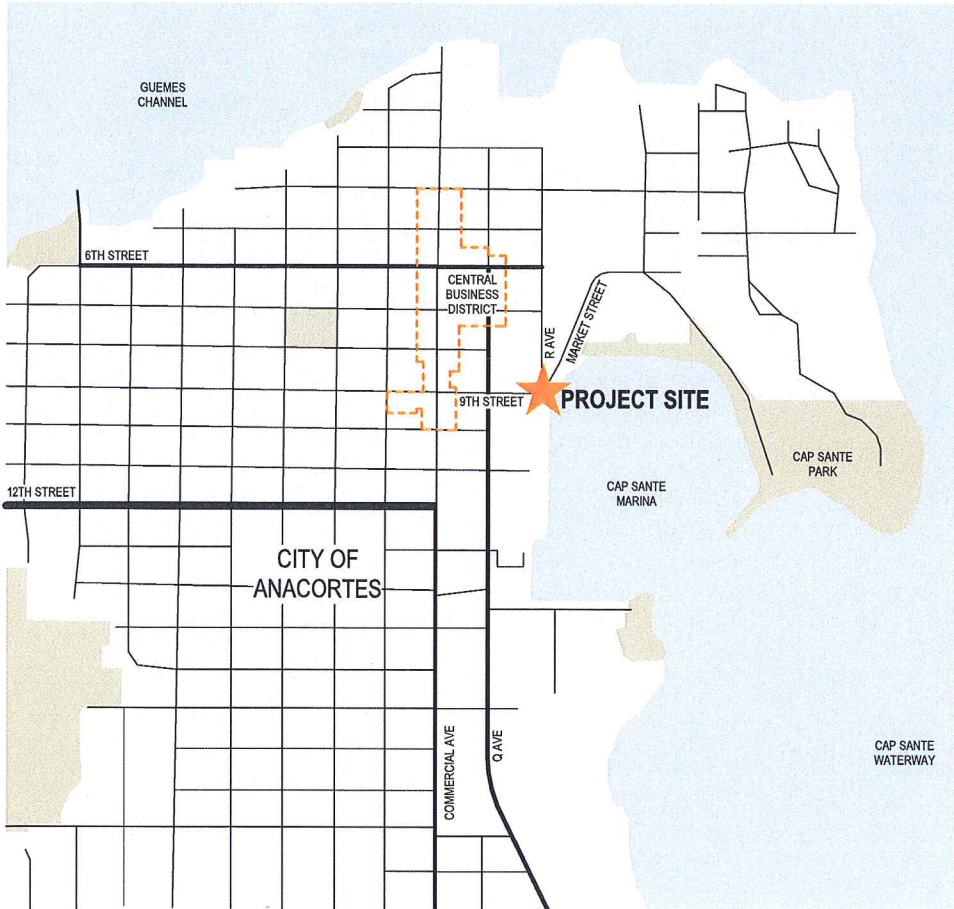




Rendering of Proposed Exterior

NO SCALE
NOTE: THIS RENDERING IS FOR ILLUSTRATIVE PURPOSES ONLY. NOT TO BE USED FOR DESIGN, PERMITTING, BIDDING, OR CONSTRUCTION.

Vicinity Map



Project Team

CLIENT:	PORT OF ANACORTES 100 COMMERCIAL AVENUE ANACORTES, WA 98221 T 360 293 3134 ATTN: BRENDA TREADWELL BRENDA.TREADWELL@PORTOFANACORTES.COM	CIVIL ENGINEER:	MAUL FOSTER ALONGI 1329 NORTH STATE STREET, SUITE 301 BELLINGHAM, WA 98225 T 360 594 6262 ATTN: BILL HAGER BHAGER@MAULFOSTER.COM
ARCHITECT:	RMC ARCHITECTS, PLLC 1223 RAILROAD AVENUE BELLINGHAM, WA 98225 T 360 676 7733 F 360 738 0448 ATTN: JEFF MCCLURE JEFF.M@RMCARCHITECTS.COM	STRUCTURAL ENGINEER:	KINGWORKS 600 DUPONT ST B BELLINGHAM, WA 98225 T 360 714 8260 ATTN: JACK KING JACK@KING-WORKS.COM
COST ESTIMATOR:	OAC SERVICES 2200 1ST AVE S #200 SEATTLE, WA 98134 T 206 285 4300 ATTN: PHIL BAKER PBAKER@OACSVCS.COM	MECHANICAL ENGINEER:	INTERFACE ENGINEERING 100 SW MAIN STREET, SUITE 1600 PORTLAND, OR 97204 T 503 382 2885 ATTN: ANDY FRICHTL ANDYF@INTERFACEENG.COM
GENERAL CONTRACTOR:	TBD	ELECTRICAL ENGINEER:	INTERFACE ENGINEERING 100 SW MAIN STREET, SUITE 1600 PORTLAND, OR 97204 T 503 382 2885 ATTN: DAVID CHESLEY DAVIDC@INTERFACEENG.COM

Project Information

PROJECT DATA			
SITE ADDRESS:	TBD		
PARCEL NUMBER:	TBD		
PARCEL NUMBER:	TBD		
PROJECT DESCRIPTION:	A NEW BUILDING LOCATED IN THE MARINA DISTRICT OF THE ANACORTES WATERFRONT WHICH WILL BE THE NEW LOCATION OF AN EVENT CENTER AND PORT OF ANACORTES ADMINISTRATIVE OFFICES.		
RELATED PERMITS:	[PERMIT NAME]	[PERMIT NUMBER]	[STATUS AT DATE OF SUBMITTAL]
DEFERRED PERMIT SUBMITTALS:	[LIST DEFERRED SUBMITTALS]		
ZONING:	COMMERCIAL MARINE (CM)		
SHORELINE:	URBAN		
BUILDING CODE REQUIREMENTS			
CODES:	INTERNATIONAL BUILDING CODE (IBC), 2012 EDITION INTERNATIONAL MECHANICAL CODE (IMC), 2012 EDITION INTERNATIONAL FUEL GAS CODE (IFGC), 2012 EDITION INTERNATIONAL FIRE CODE (IFC), 2012 EDITION UNIFORM PLUMBING CODE (UPC), 2012 EDITION WASHINGTON CITIES ELECTRICAL CODE WASHINGTON STATE ENERGY CODE (WSEC), 2012 EDITION *NOTE: ALL CODES ARE SUBSEQUENTLY MODIFIED BY WASHINGTON ADMINISTRATIVE CODE (WAC) AMENDMENTS		
OCCUPANCY CLASSIFICATION:	A2; B; M		
CONSTRUCTION TYPE:	TYPE 5A		
FIRE PROTECTION:	NFPA 13 FIRE SPRINKLER		
ALLOWABLE HEIGHT AND AREA:	35' (MAY BE INCREASED TO 50' BY C.U.P.) PROVIDED HEIGHT = 45'		
SETBACKS:	ORDINARY HIGH WATER MARK = 25' RIGHT OF WAY = 10' SIDEYARDS = 0'		
AREA SUMMARY:	MAIN FLOOR:	15,550 SF	
	UPPER FLOOR:	10,950 SF	
	TOTAL:	26,500 SF	
	TOTAL SITE AREA:	[AREA] SF	
	EXISTING LOT COVERAGE:	[AREA] SF	
	EXISTING IMPERVIOUS AREA:	[AREA] SF	
	NEW LOT COVERAGE:	[AREA] SF	
	NEW IMPERVIOUS AREA:	[AREA] SF	
	OPEN SPACE:	[AREA] SF	
	USEABLE SPACE:	[AREA] SF	
	(TOTAL SITE AREA LESS EASEMENTS)		
PARKING COUNT:	TBD		

Drawing Index

GENERAL	
G001	COVER SHEET
CIVIL	
C01	CIVIL PLACEHOLDER
LANDSCAPE	
L01	LANDSCAPE PLACEHOLDER
ARCHITECTURAL	
A101	SITE PLAN
A201	MAIN FLOOR PLAN
A202	UPPER FLOOR PLAN
A203	ROOF PLAN
A210	REFLECTED CEILING PLAN
A211	REFLECTED CEILING PLAN
A301	BUILDING ELEVATIONS
A302	BUILDING ELEVATIONS
A303	BUILDING SECTIONS
A304	BUILDING SECTIONS
A305	INTERIOR ELEVATIONS
A310	WALL SECTIONS
STRUCTURAL	
S01	STRUCTURAL PLACEHOLDER
MECHANICAL	
M01	MECHANICAL PLACEHOLDER
ELECTRICAL	
E01	ELECTRICAL PLACEHOLDER

Cap Sante North & West Basin Uplands Redevelopment

Council Briefing - February 24, 2020

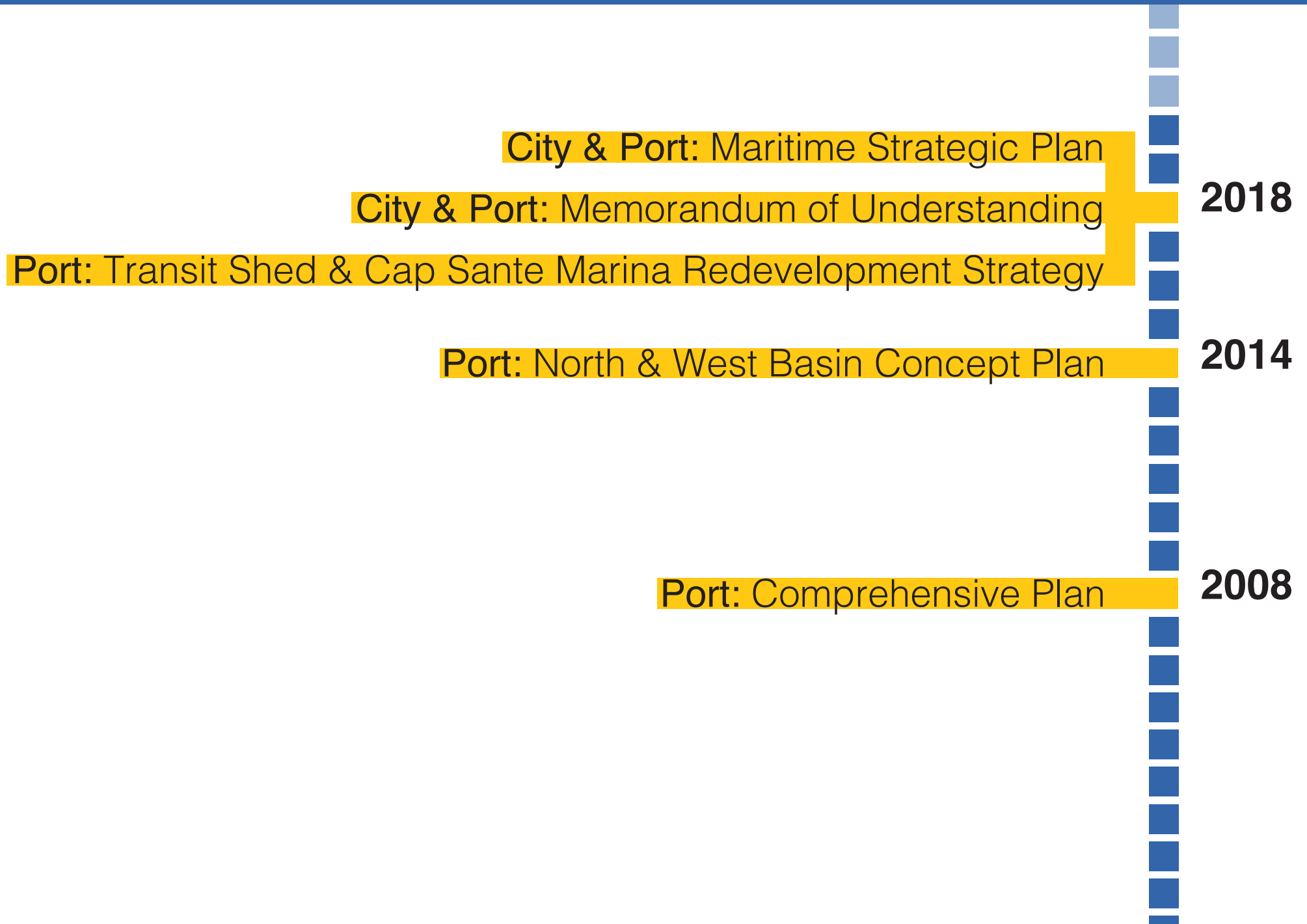


Port of Anacortes

Overview

- Project Process and Purpose
- Development Plan
- Site Plan Rationale
- Event Center Building Design
- Parking Strategy
- Transactions

Previous Work



Community Benefits

- Promote redevelopment of Cap Sante uplands for community and economic benefit
- Energize Cap Sante waterfront
- Improve connectivity between downtown and Cap Sante
- Improve walkability & vehicular mobility
- Expand civic space
- Enhance public views
- Build on marine and railroad history
- Support operations of Cap Sante Marina

Community Outreach 2019

11

Community Presentations

Community Open Houses

2

1

Marina Tenant Meeting

Advisory Committee Meetings

Two committees (Event Center & NW Basin) provide perspective and creativity to inform design and serve as liaison with the broader community

6

24

Port Commission Meetings since 2016

Redevelopment Plan



Port of Anacortes

Overview



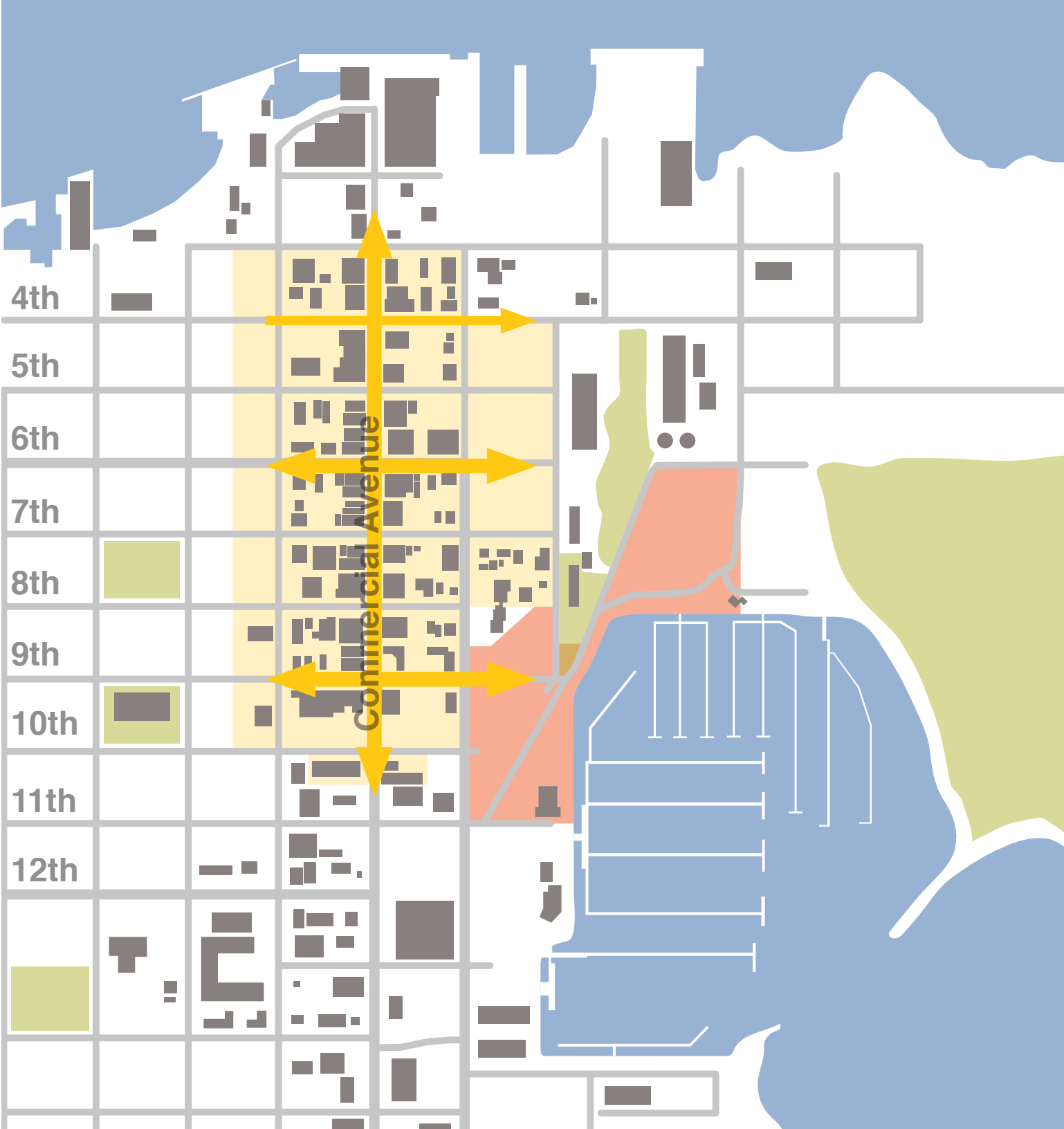
Overview

- North & West Basin
Redevelopment



Overview

- North & West Basin
Redevelopment
- Central Business
District



Overview

- North & West Basin
Redevelopment
- Central Business
District
- Key Locations

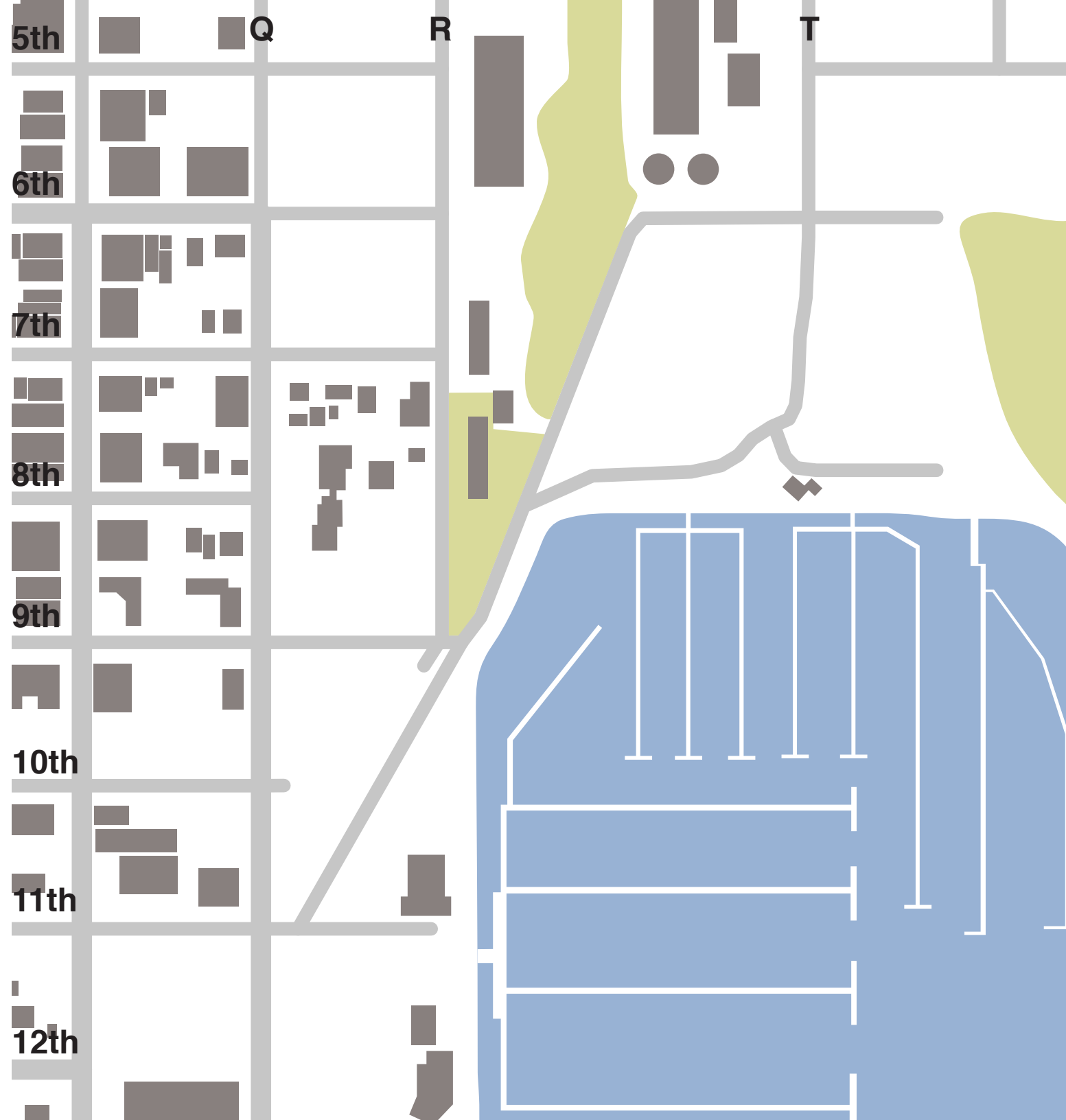


Overview

- North & West Basin
Redevelopment
- Central Business
District
- Key Locations
- Walkability



Existing Conditions



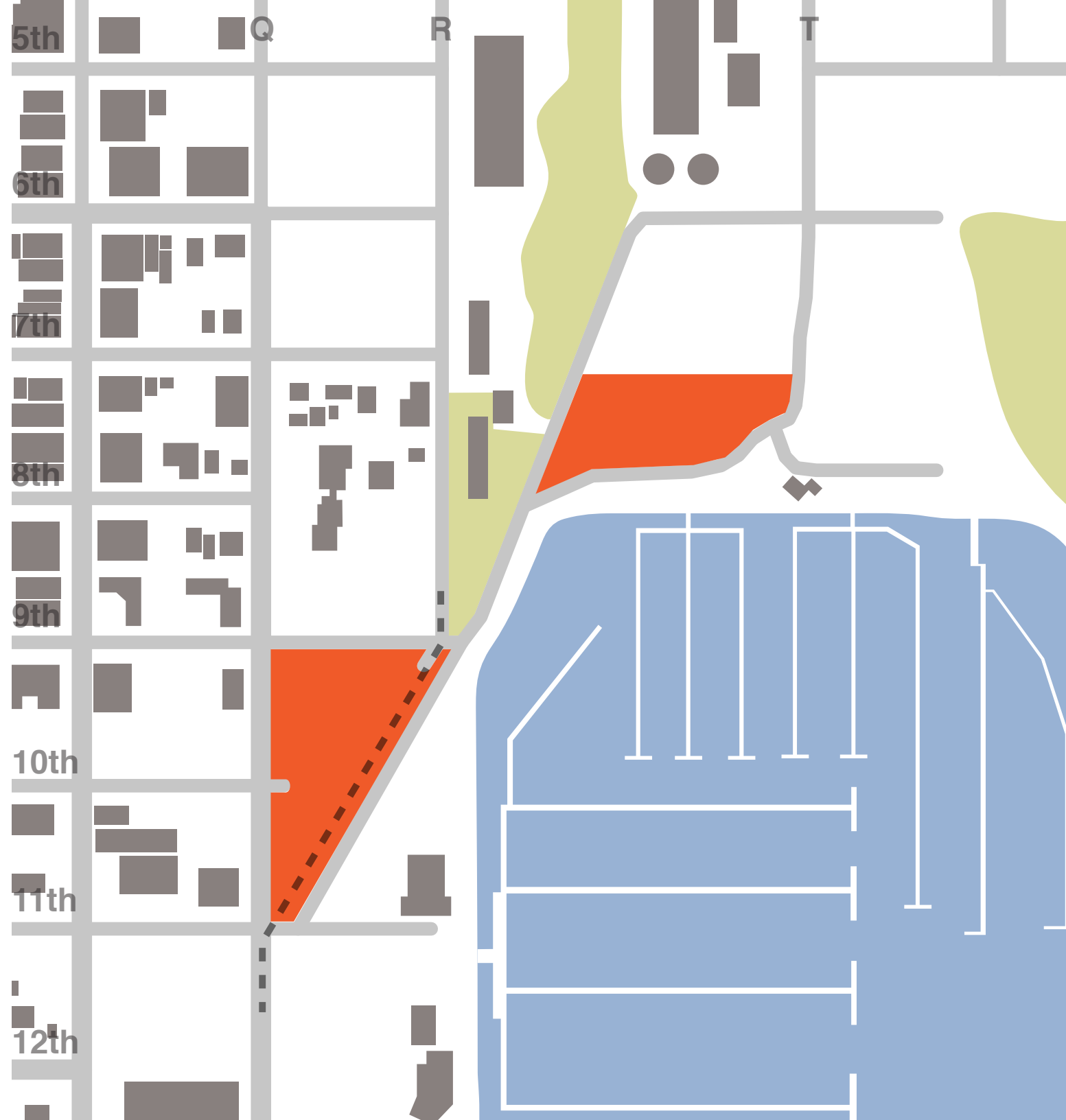
Existing Conditions

- Heavy haul route



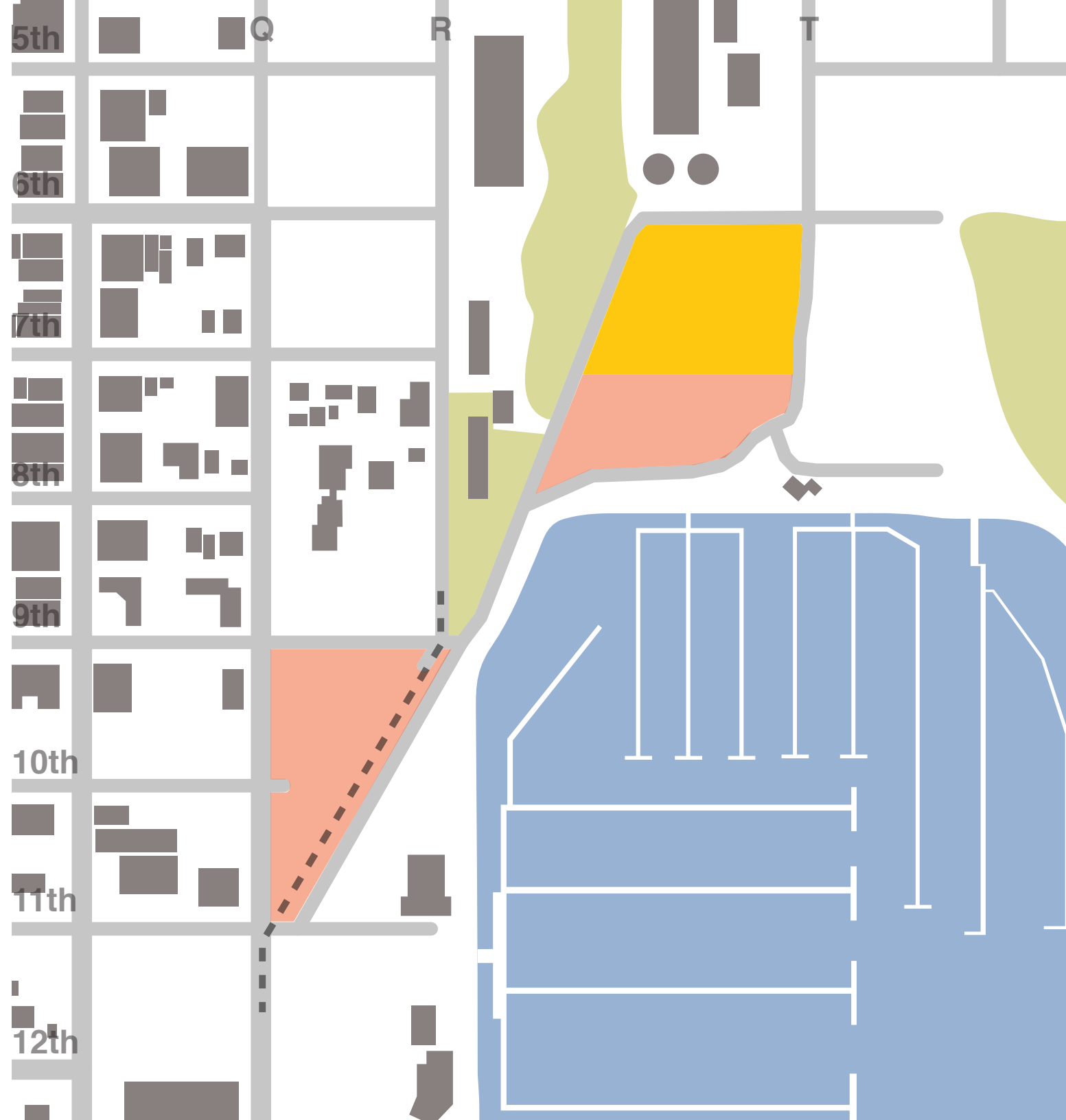
Existing Conditions

- Heavy haul route
- Informal parking lots



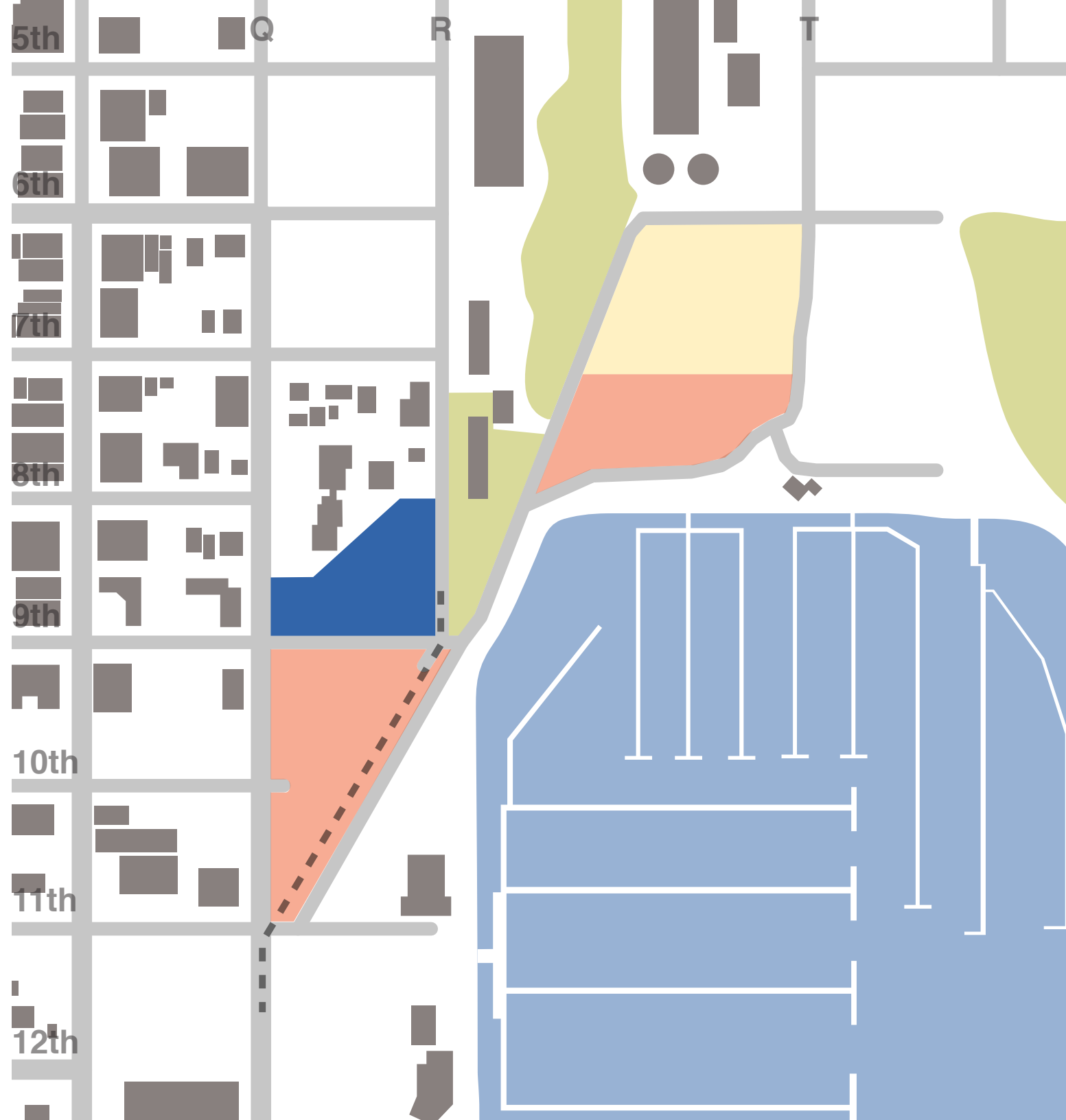
Existing Conditions

- Heavy haul route
- Informal parking lots
- Informal RV area



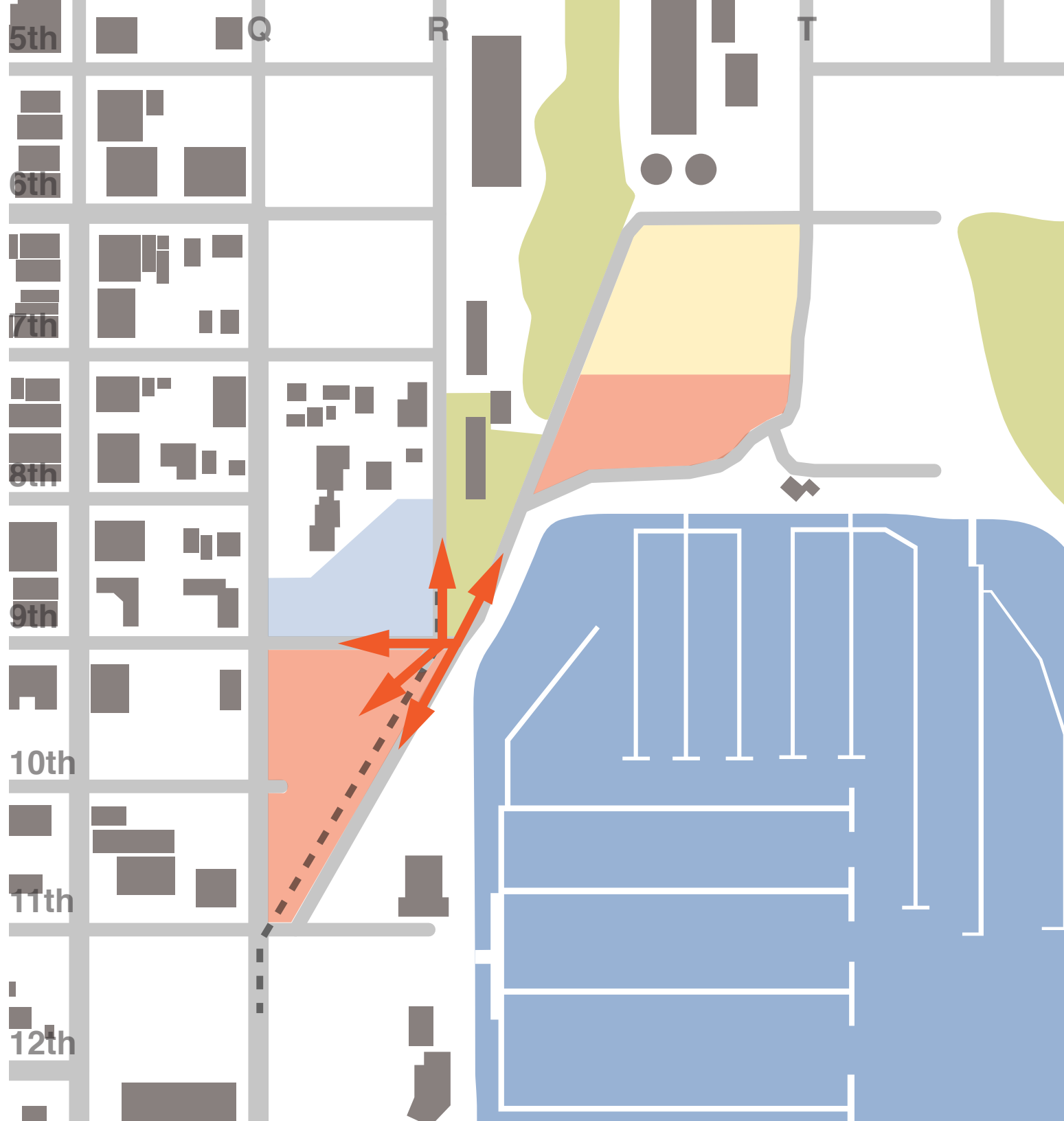
Existing Conditions

- Heavy haul route
- Informal parking lots
- Informal RV area
- Temporary Dog Park



Existing Conditions

- Heavy haul route
- Informal parking lots
- Informal RV area
- Temporary Dog Park
- Confusing 5-way intersection



Site Plan Rationale



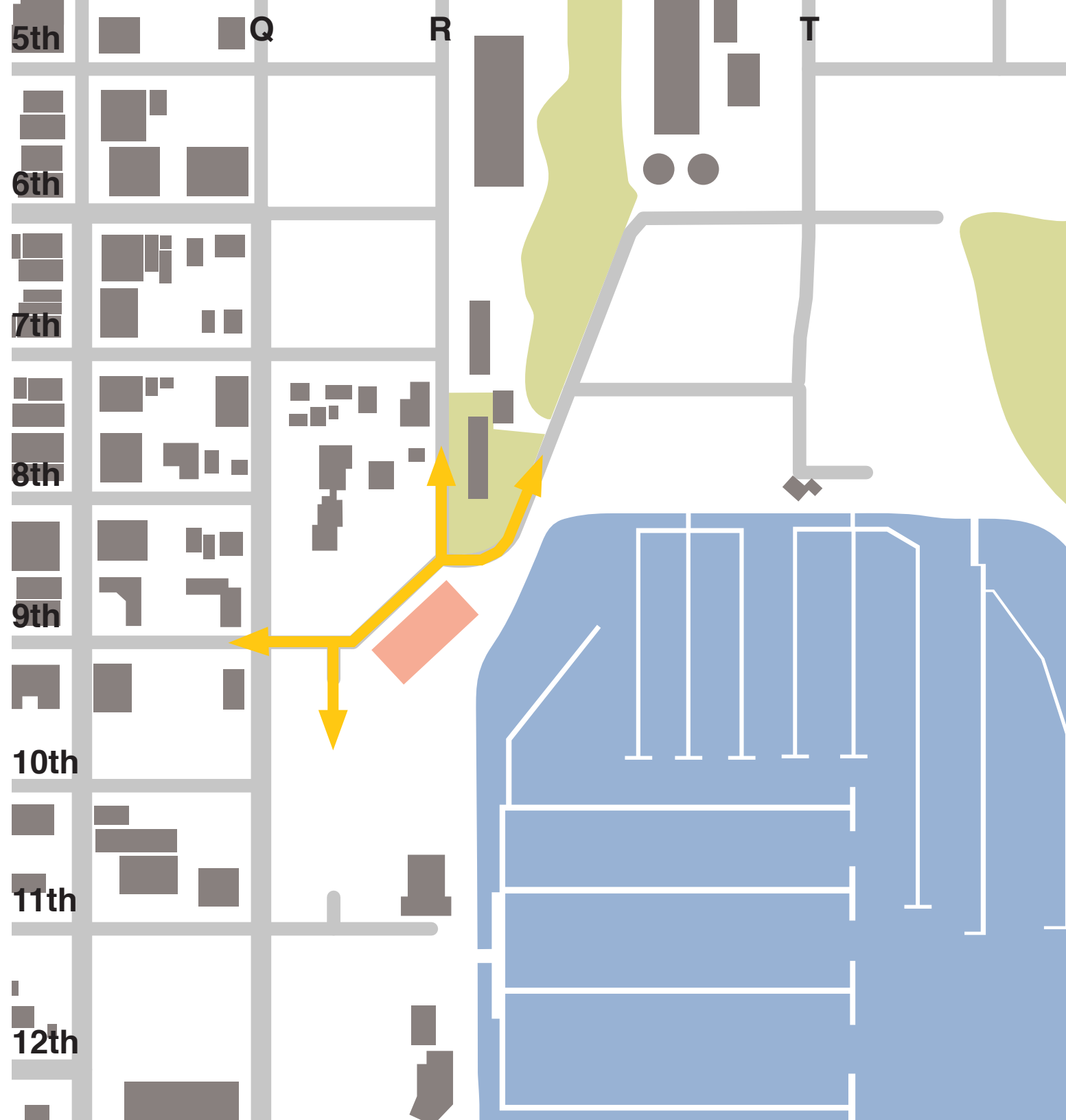
Port of Anacortes

Existing Site Plan



Proposed Site Plan

- Simplified intersections



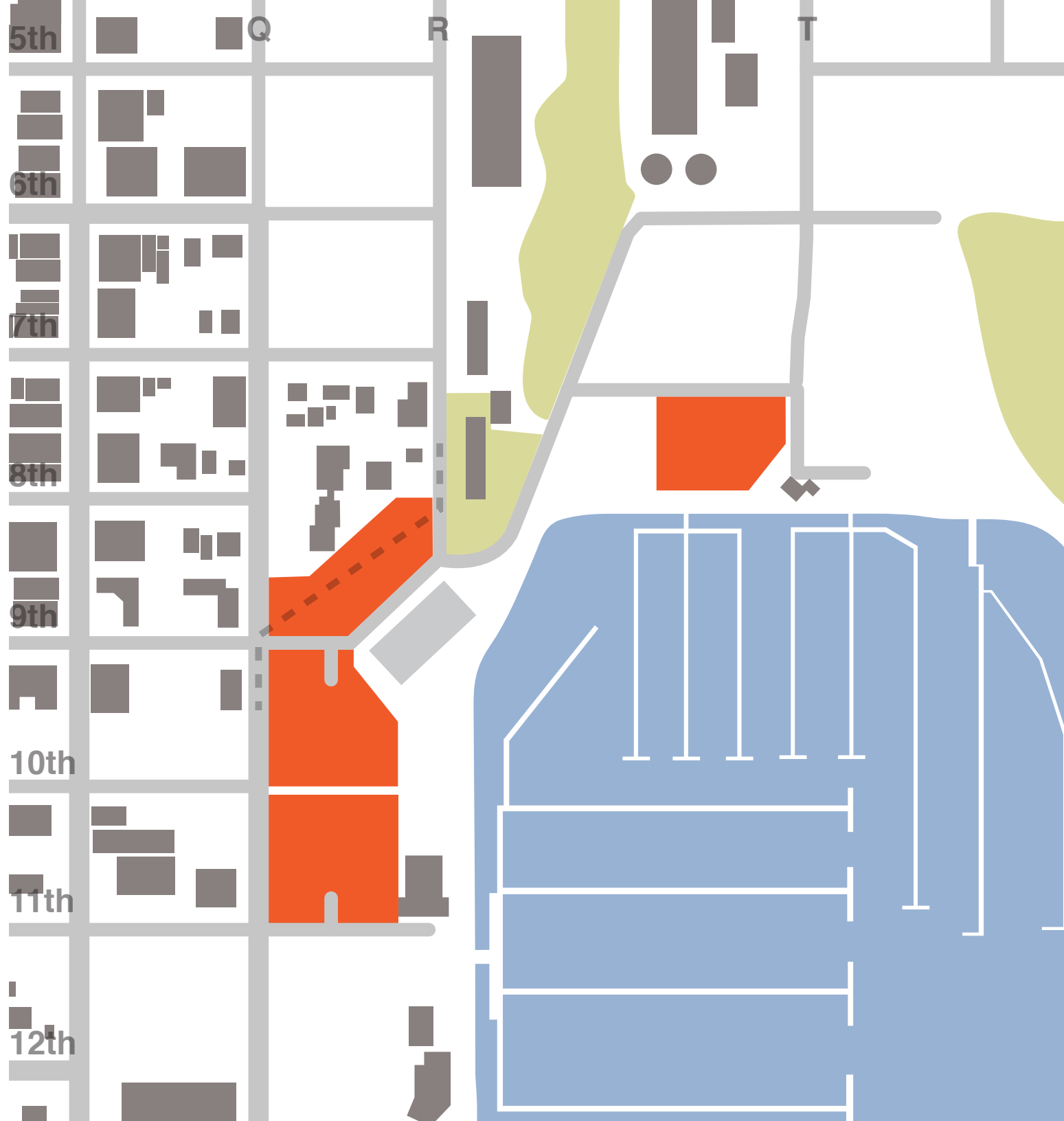
Proposed Site Plan

- Simplified
instersections
- Heavy haul route



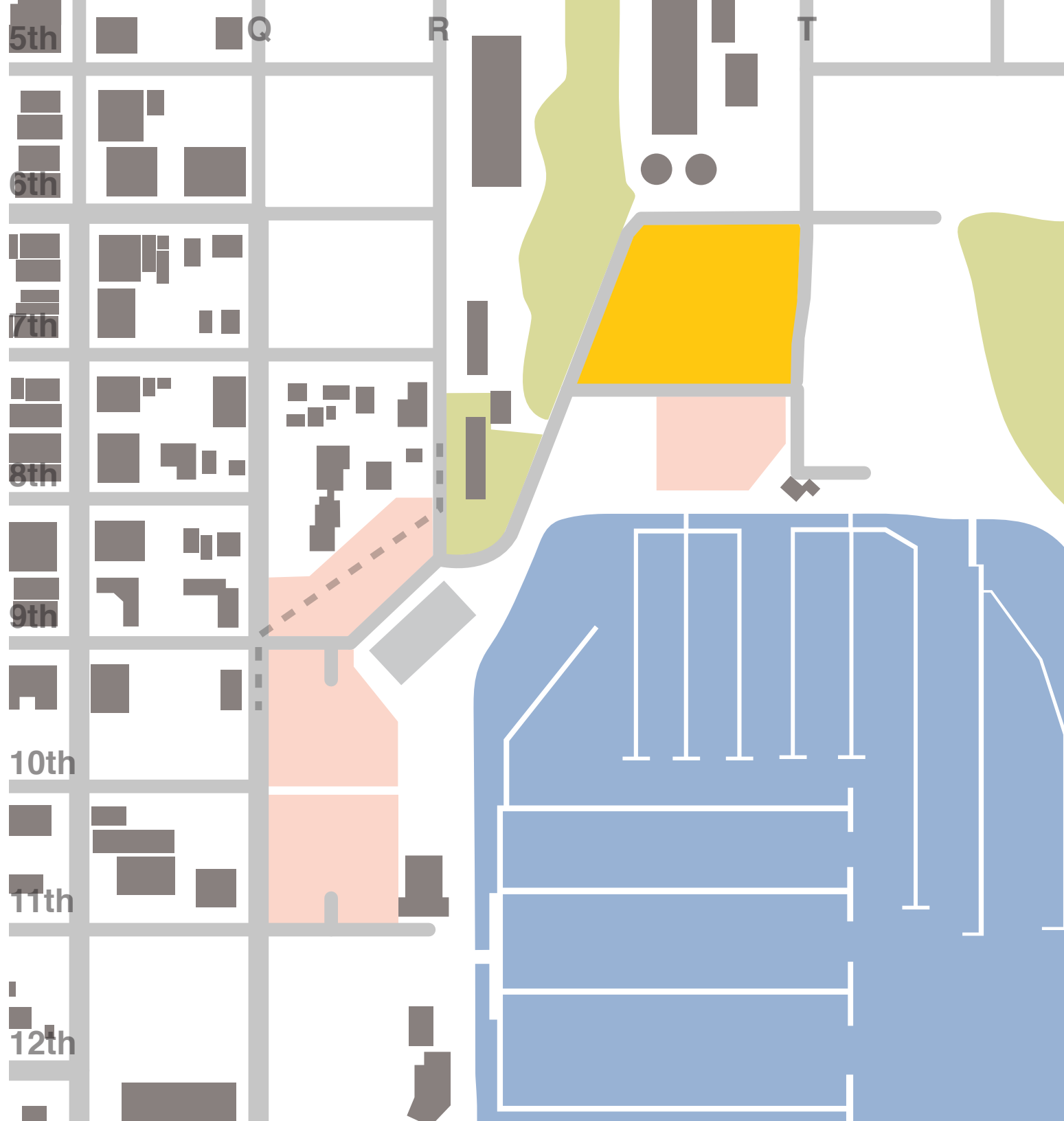
Proposed Site Plan

- Simplified intersections
- Heavy haul route
- Formalized parking lots



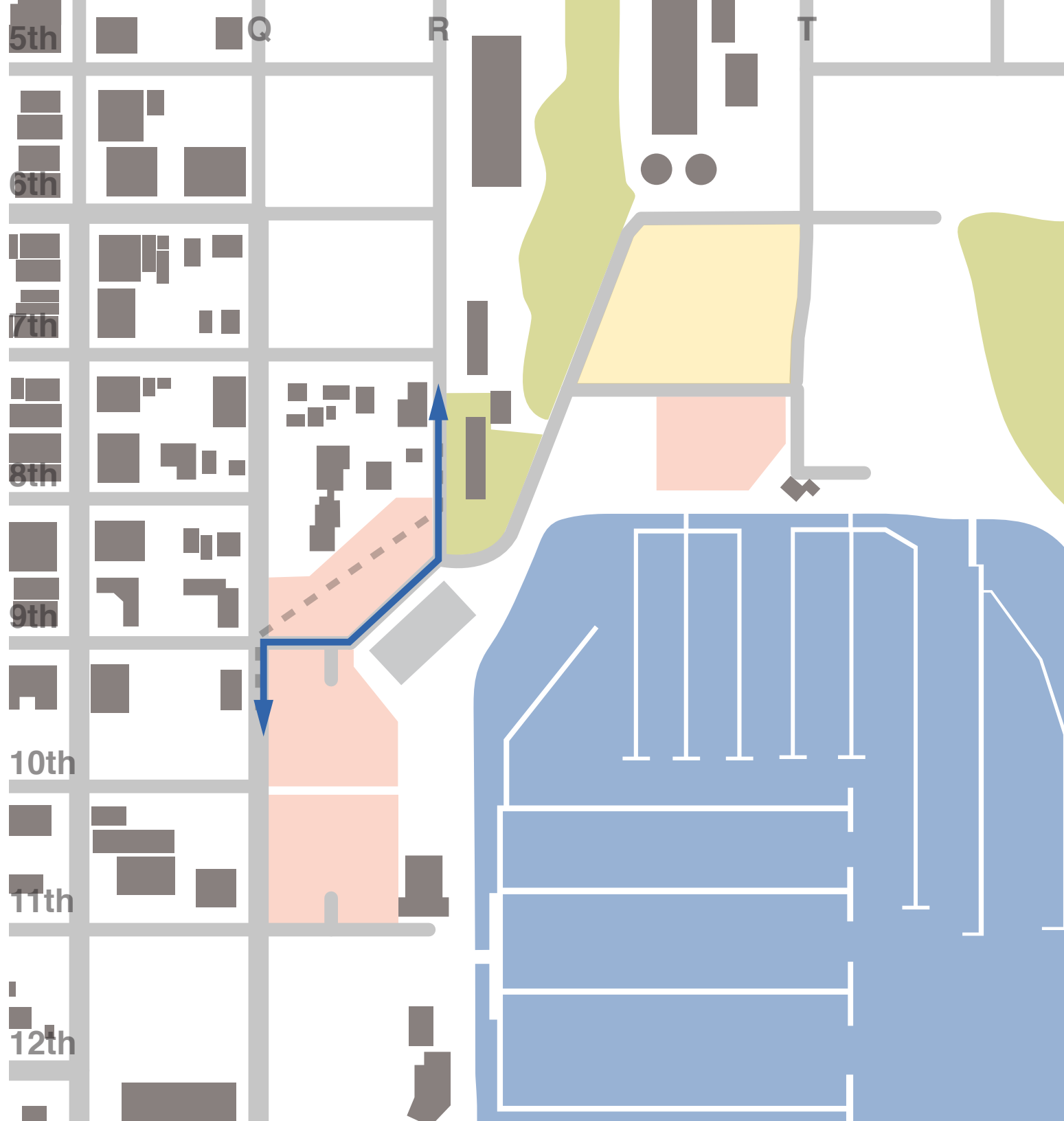
Proposed Site Plan

- Simplified intersections
- Heavy haul route
- Formalized parking lots
- RV park with full amenities



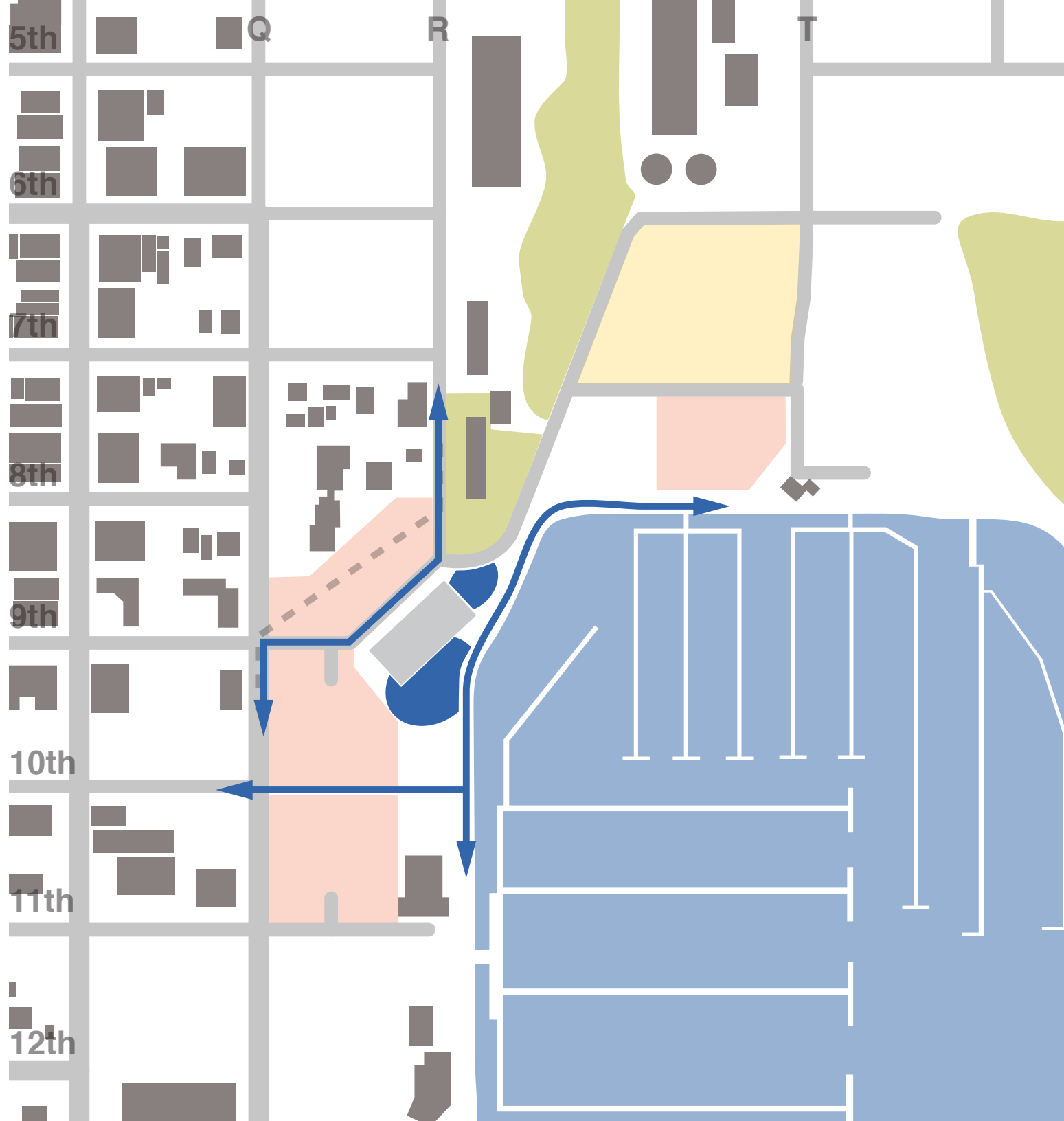
Proposed Site Plan

- Simplified intersections
- Heavy haul route
- Formalized parking lots
- RV park with full amenities
- Tommy Thompson Trail extension



Proposed Site Plan

- Simplified intersections
- Heavy haul route
- Formalized parking lots
- RV park with full amenities
- Tommy Thompson Trail extension
- Public waterfront connections



Proposed Site Plan

- Simplified intersections
- Heavy haul route
- Formalized parking lots
- RV park with full amenities
- Tommy Thompson Trail extension
- Public waterfront connections
- Centrally located Event Center



Proposed Site Plan

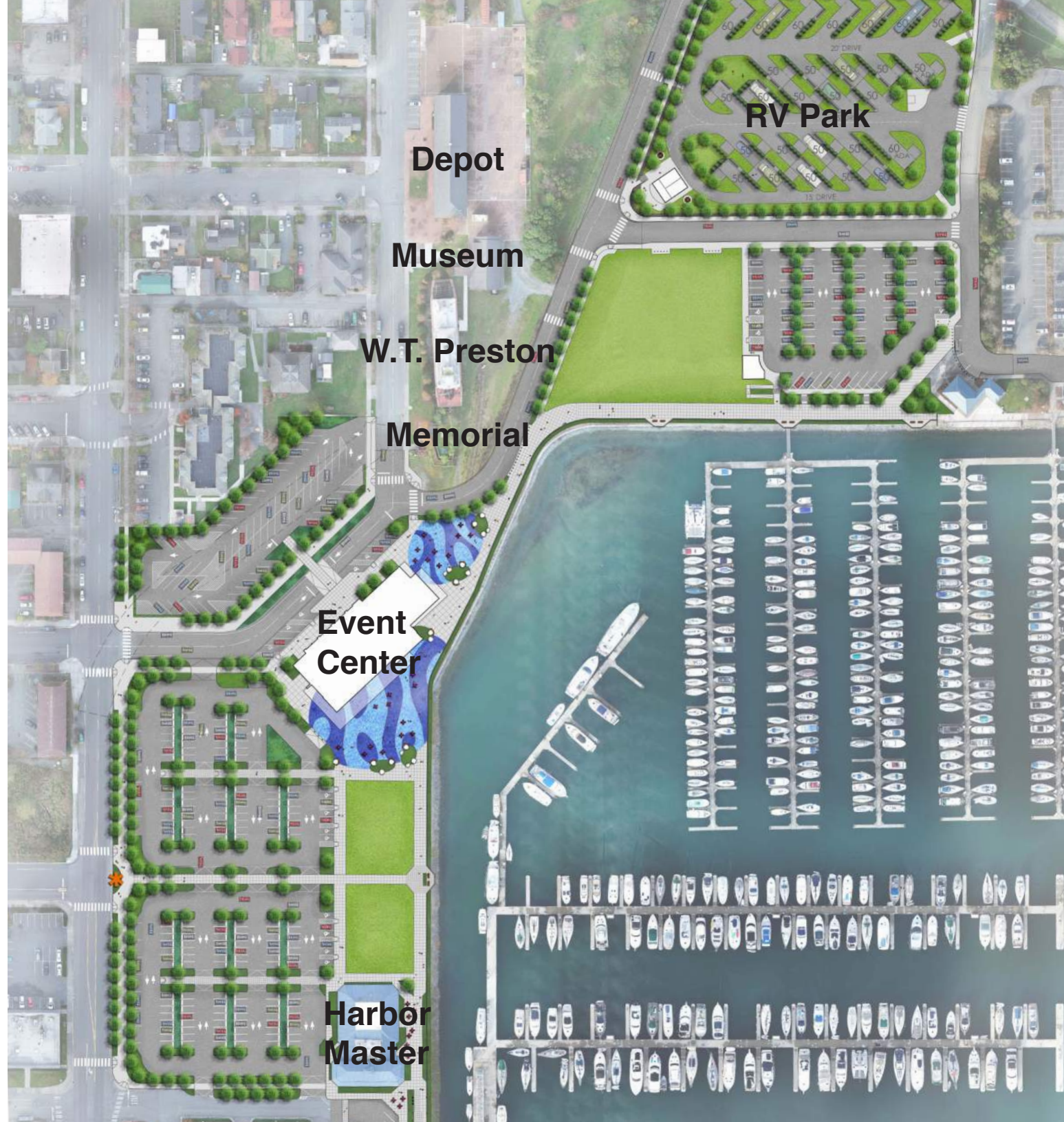
- Simplified intersections
- Heavy haul route
- Formalized parking lots
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- Centrally located Event Center
- Maritime Campus



Proposed Site Plan



Community Benefits



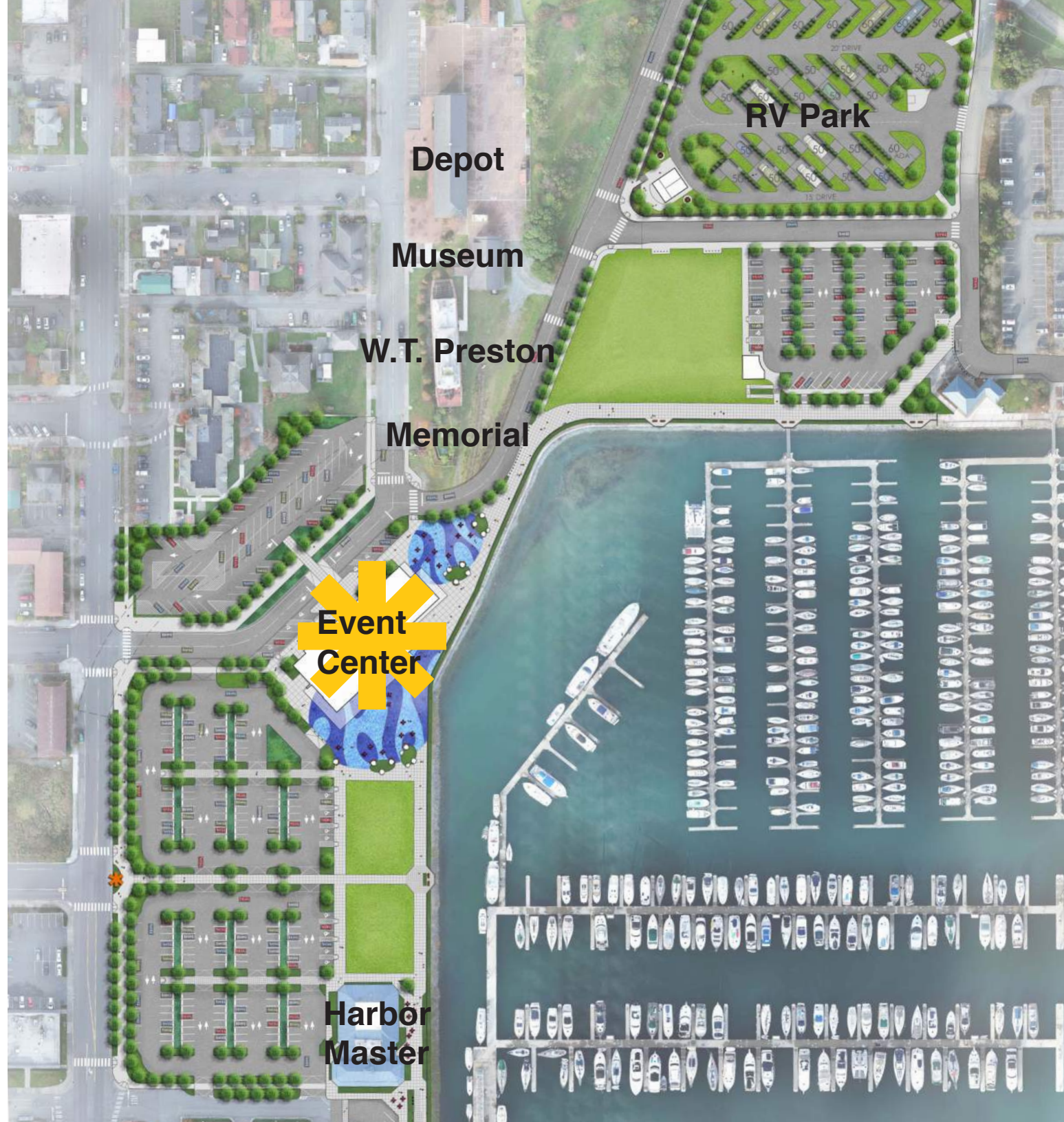
Community Benefits

- Improves traffic safety & flow



Community Benefits

- Improves traffic safety & flow
- Event Center works as waypoint



Community Benefits

- Improves traffic safety & flow
- Event Center works as waypoint
- Maritime Campus



Community Benefits

- Improves traffic safety & flow
- Event Center works as waypoint
- Maritime Campus
- Establishes vital civic connections between downtown, museum, Depot, and Cap Sante Marina



10th Street Corridor



Waterfront Festival

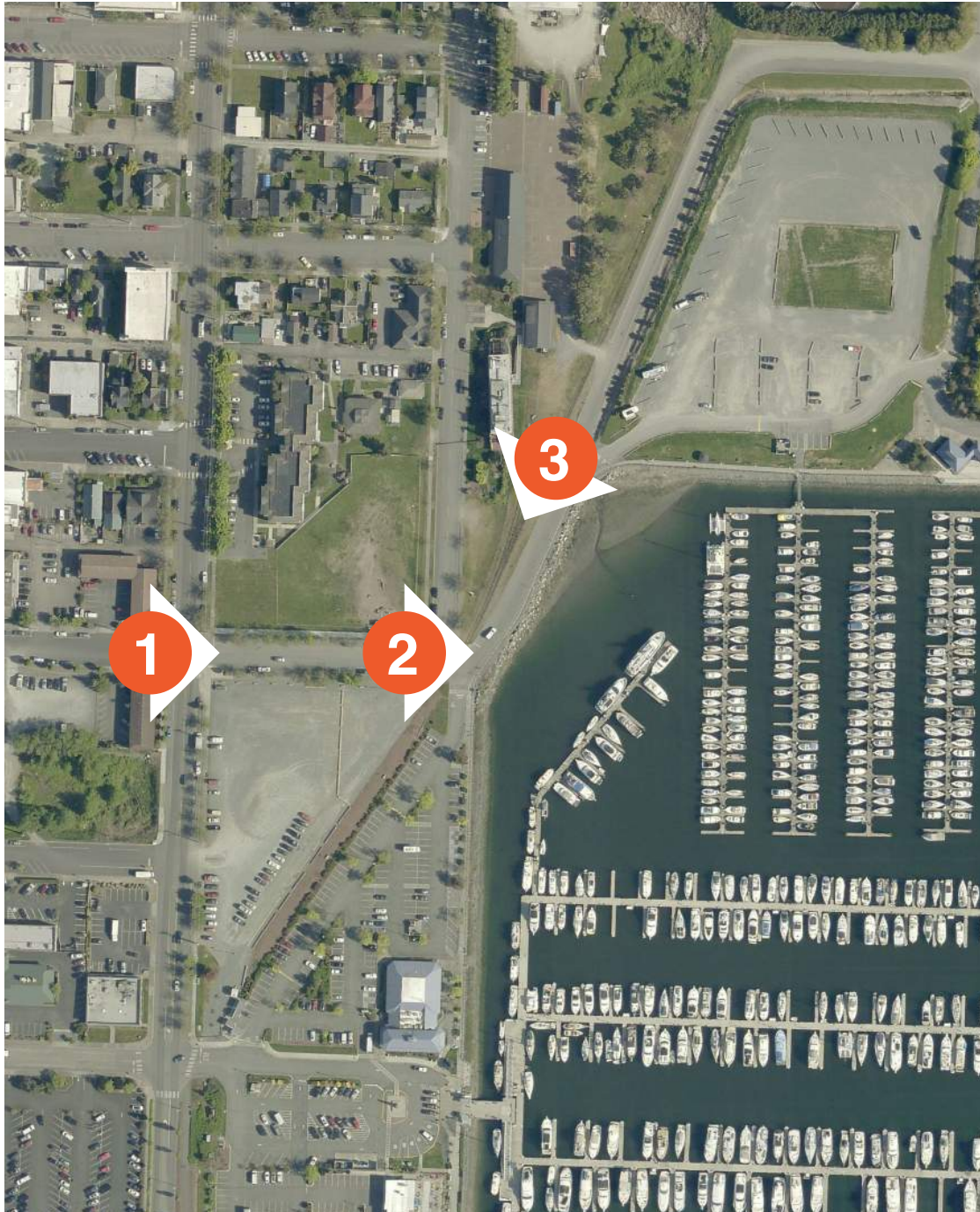


Existing



Proposed

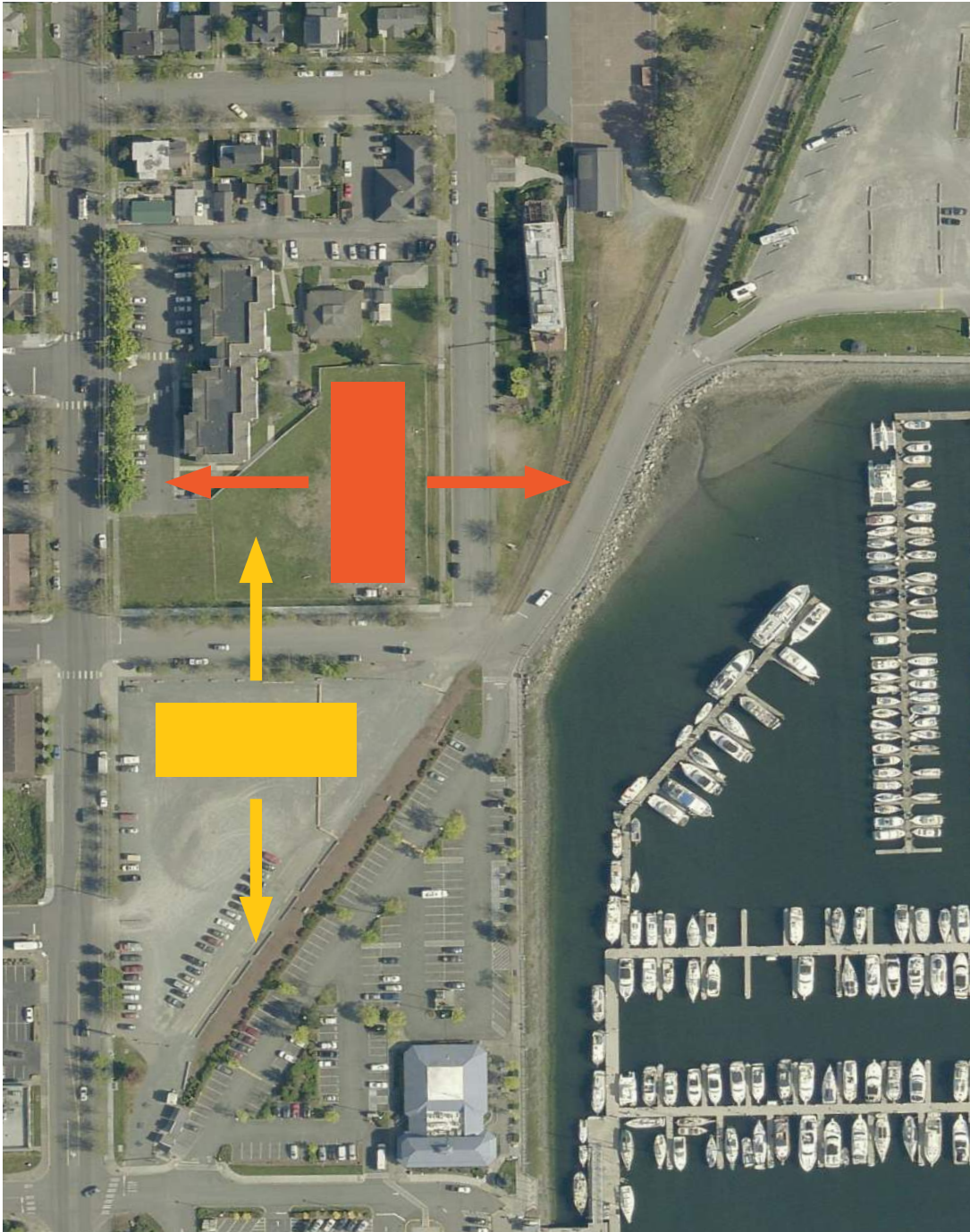
Current Views



Meaningful Public Space



Other Considerations



- Public areas oriented toward parking lots rather than Marina and Cap Sante views
- Poor connectivity with esplanade
- Limited or no opportunities for public plaza
- Exacerbates public safety issues
- Impacts current parking

Event Center Design



Port of Anacortes

Transit Shed

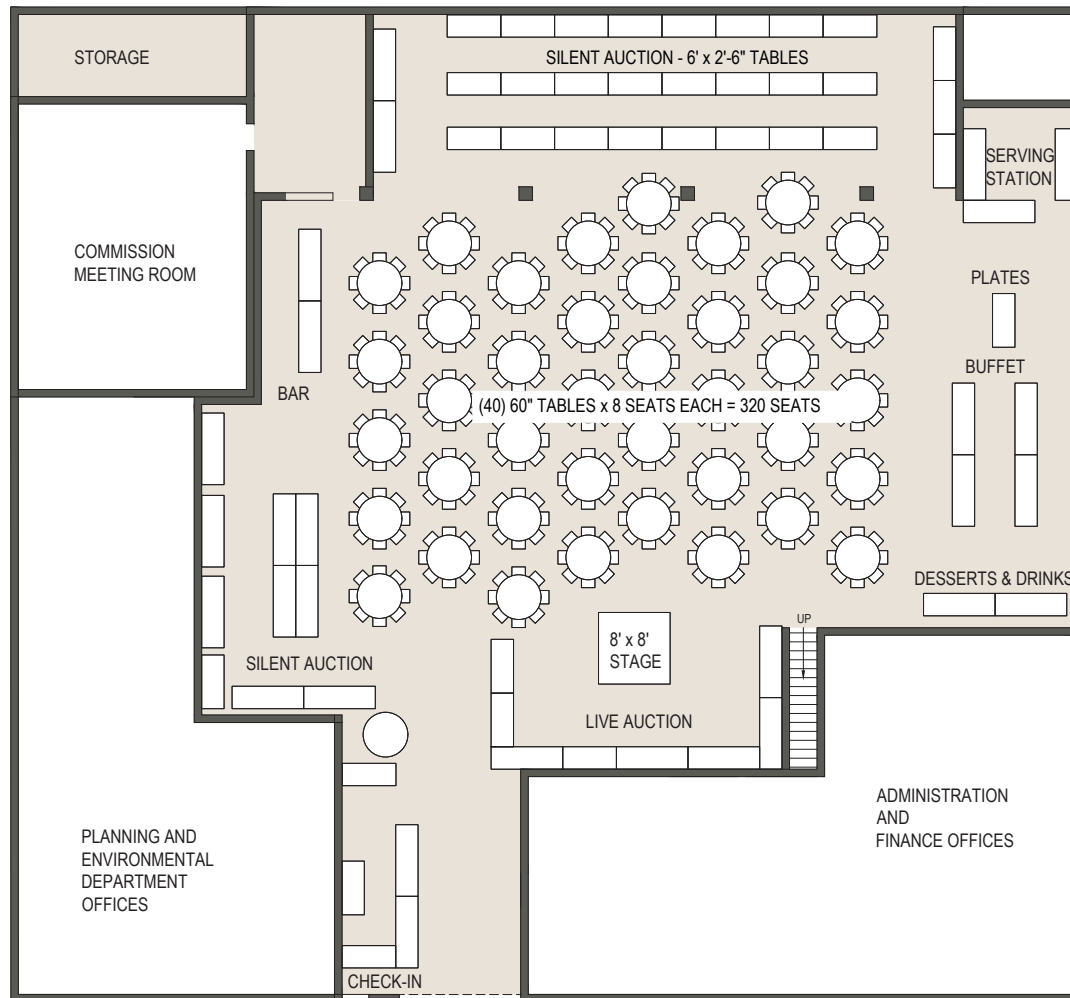


Transit Shed



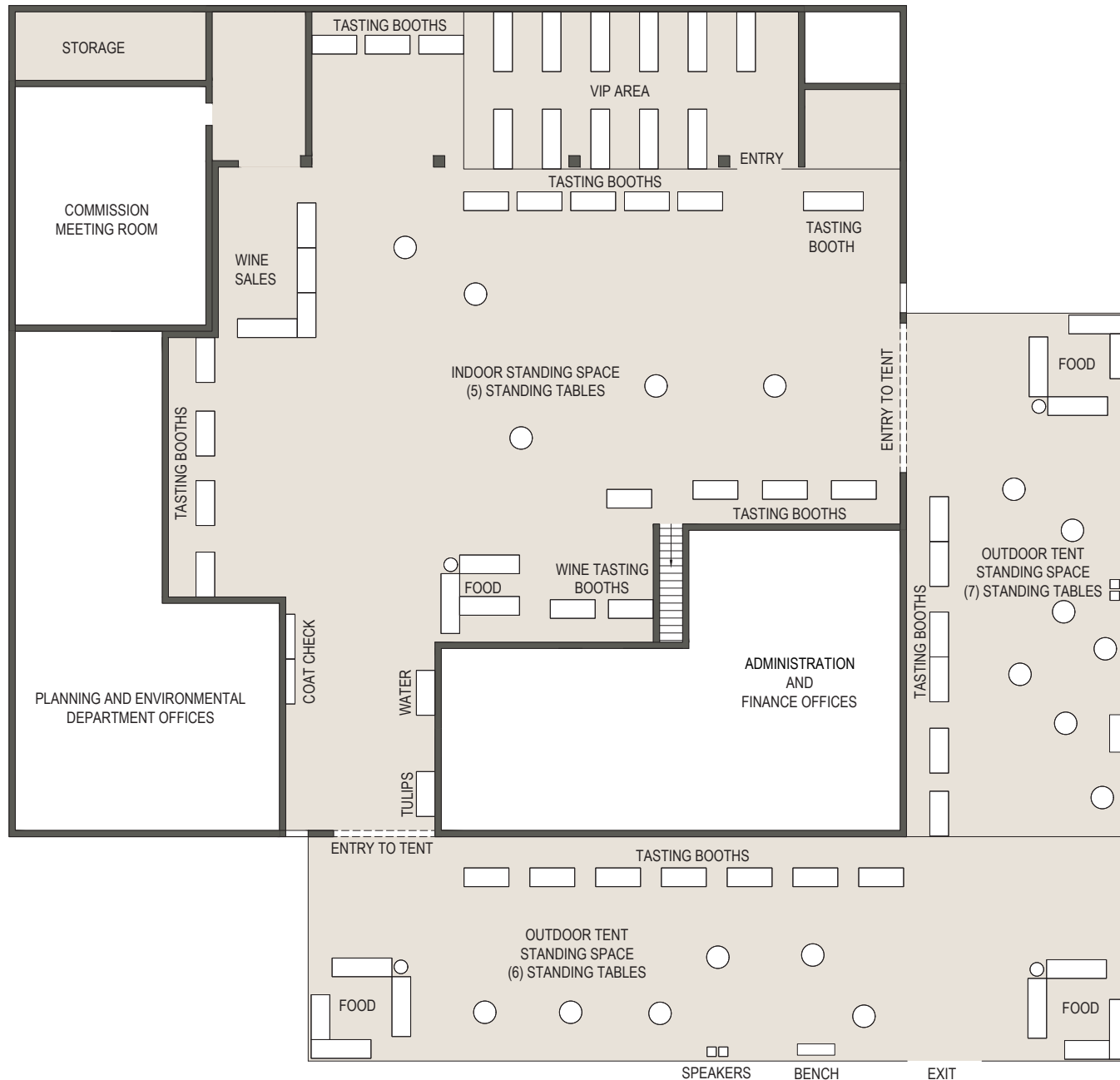
- Conflicts with industrial maritime activity
- Limited parking
- Insufficient bathrooms
- Poor heating
- No catering facilities
- Does not meet current code requirements
- Some events require additional space

Transit Shed: Sports Auction



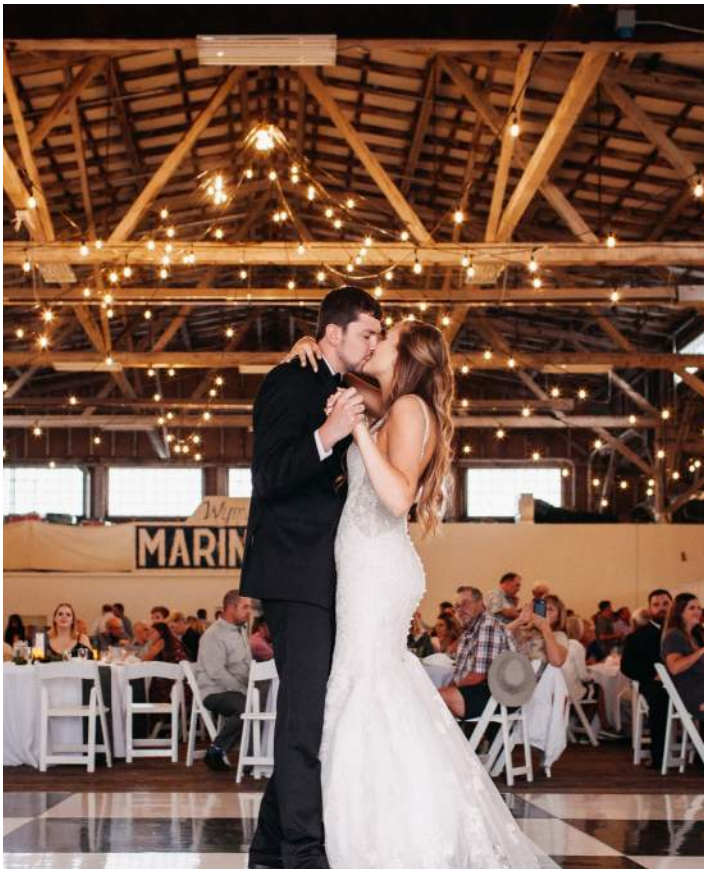
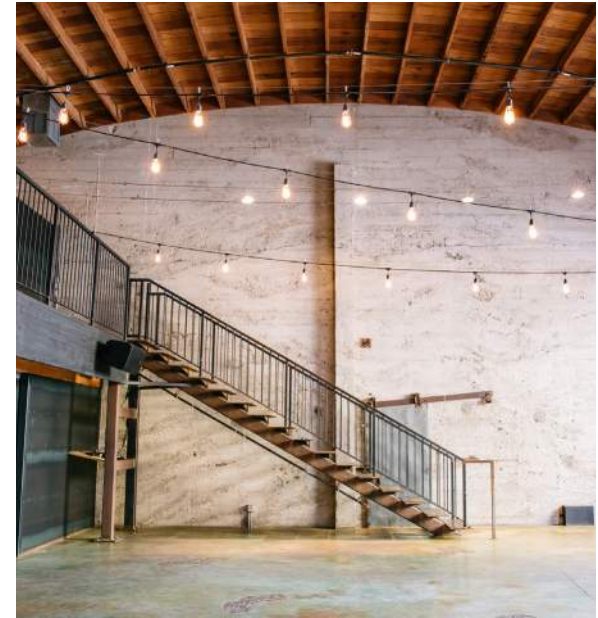
- 8000 SF of usable space
- Maximum 320 seats with stage and servery
- Intensive use
- No catering facilities

Transit Shed: Wine Festival



- 13400 SF of usable space
- 5400 SF of rented tent space
- Poor heating
- Required port-a-potty rentals
- No catering facilities

Look & Feel

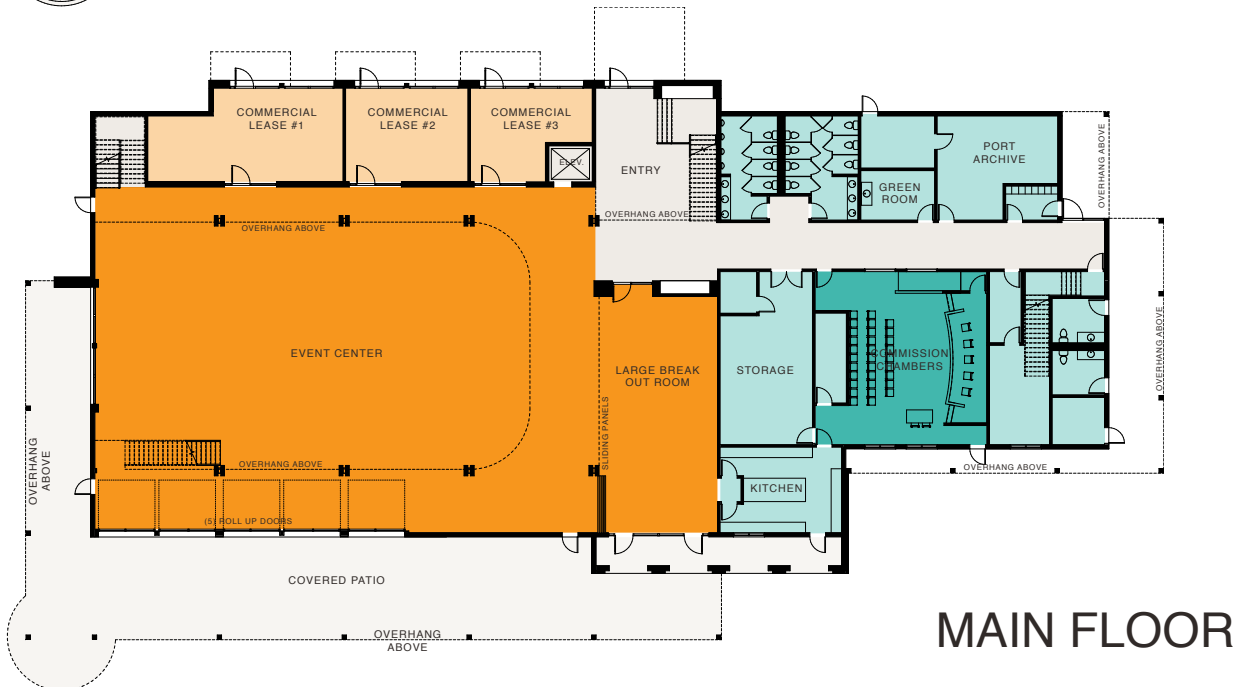
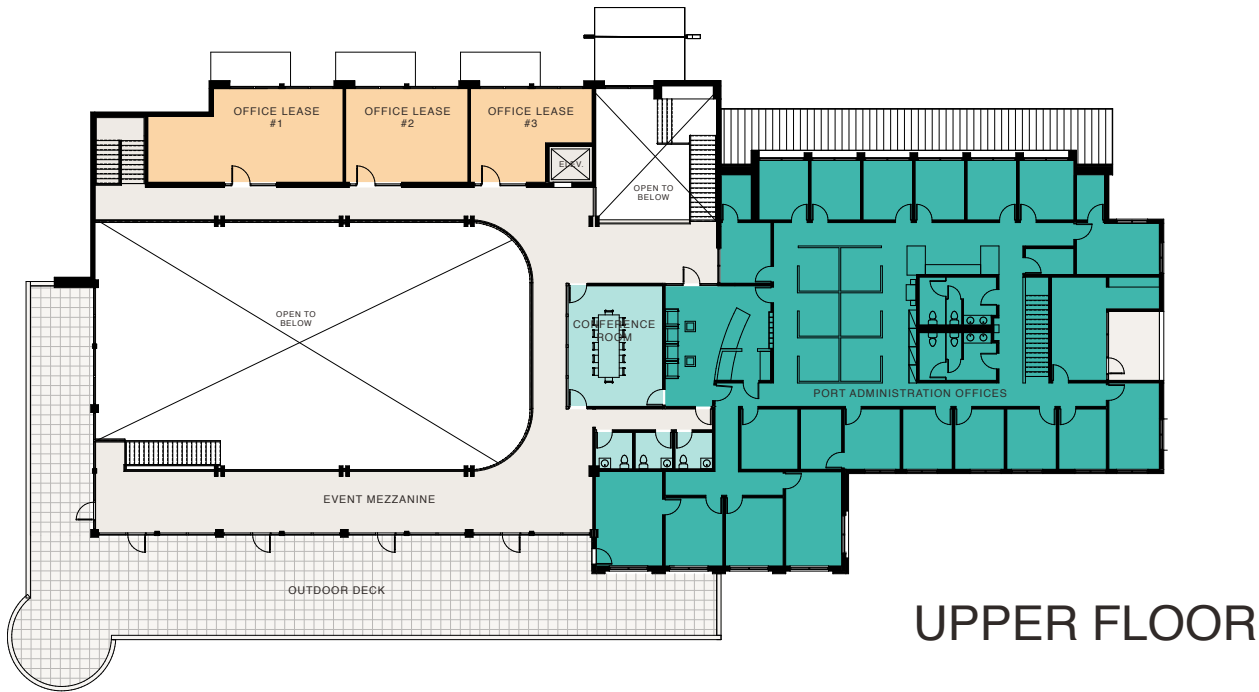


Site Plan



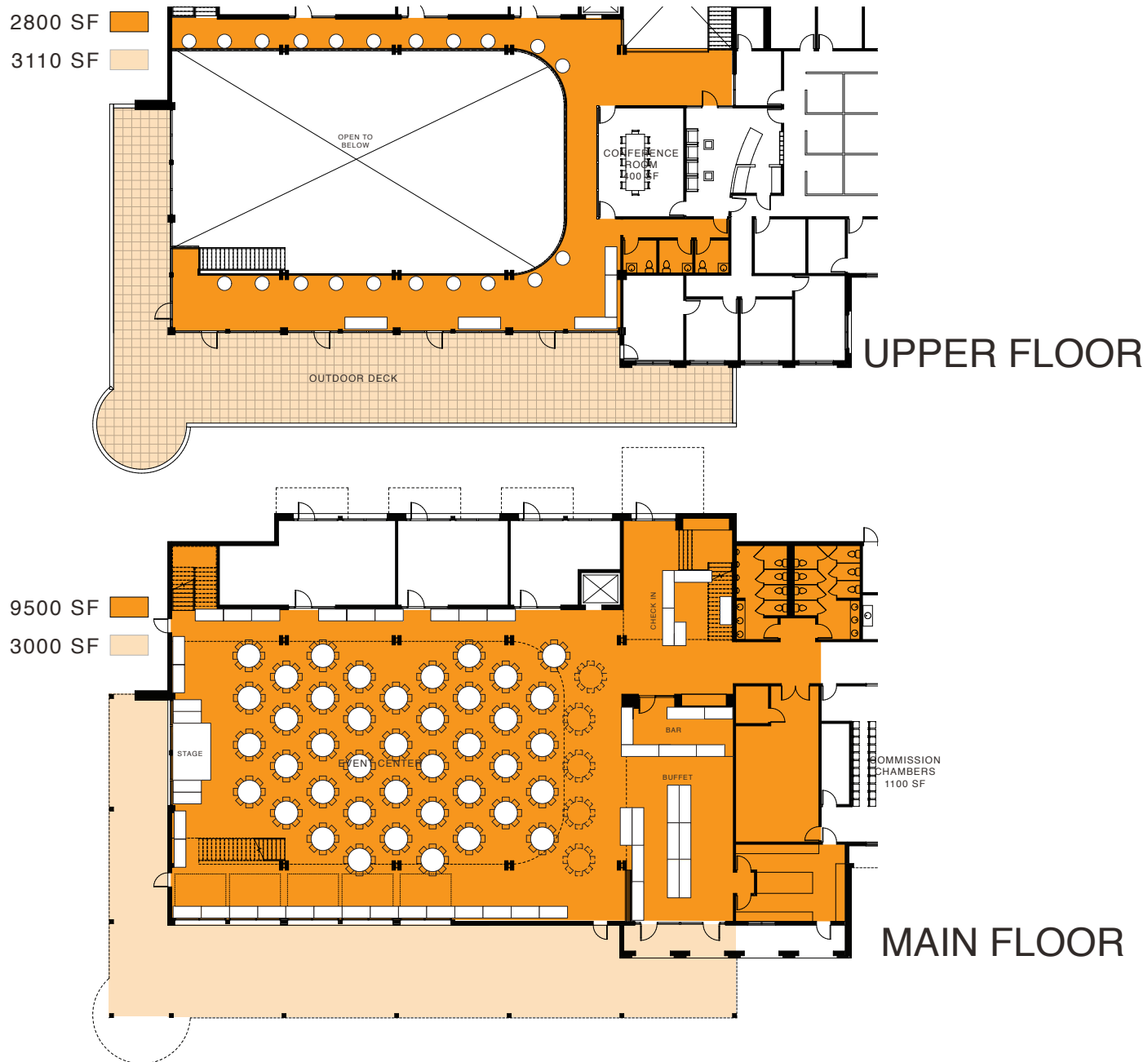
- Access to street and parking
- Pedestrian connectivity
- Solar orientation
- Public gathering space
- Views to marina

Floor Plans



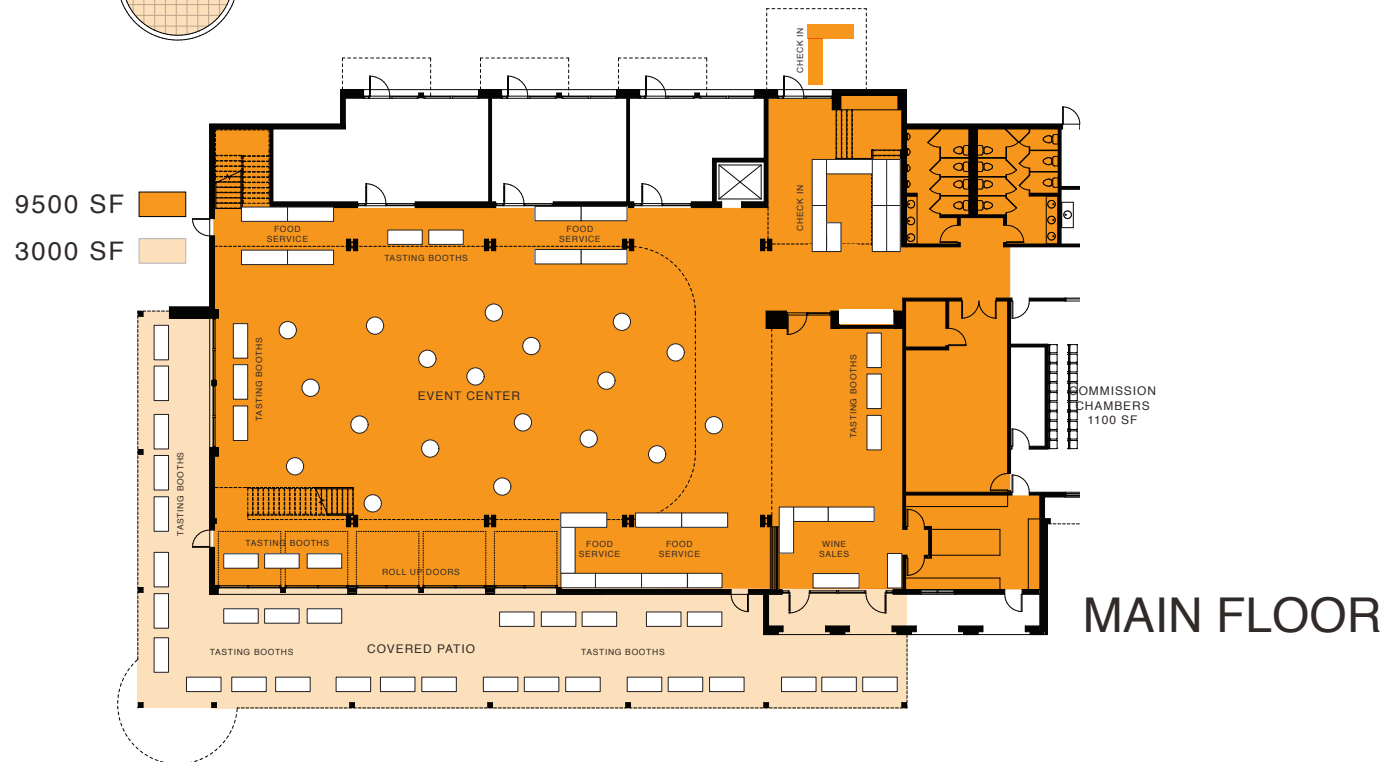
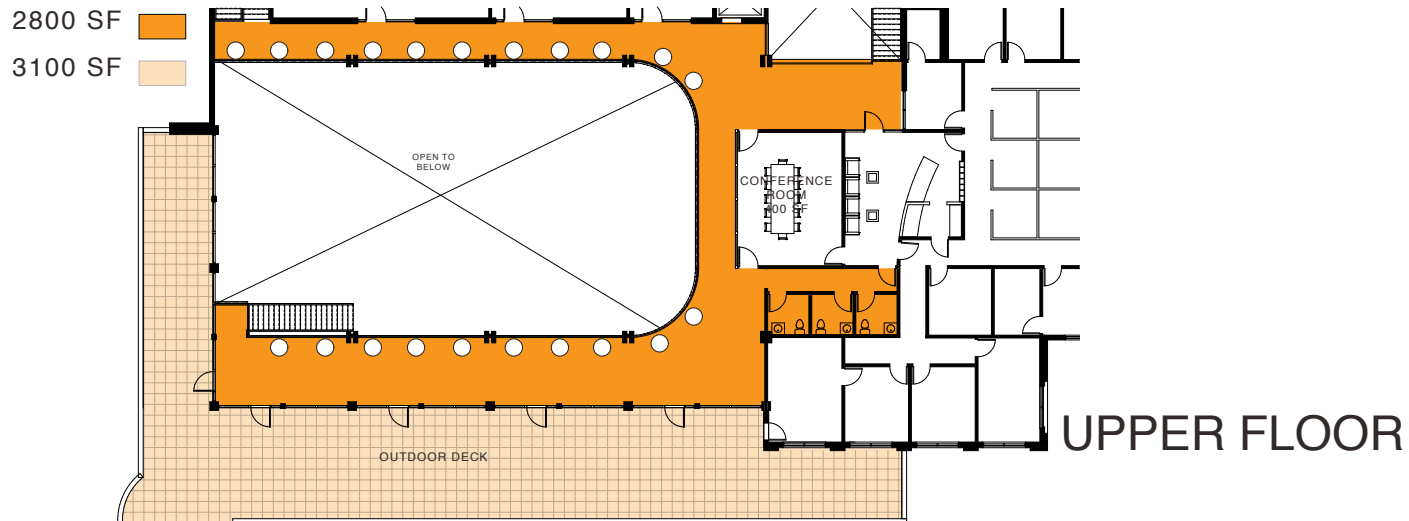
- Events oriented toward water
- Two story event space with overlook
- Adjacent commercial tenants
- Interpretive entry for waterfront history
- Location of Port offices

Event Center: Sports Auction



- Restroom facilities exceed code by 35%
- Catering kitchen
- Fully accessible circulation
- 4300 SF larger than Transit Shed

Event Center: Wine Festival



- Restroom facilities exceed code by 35%
- Catering kitchen
- Fully accessible circulation
- 1900 SF larger than Transit Shed

Elevations



Southwest



Northwest



Southeast

9th Street Entry



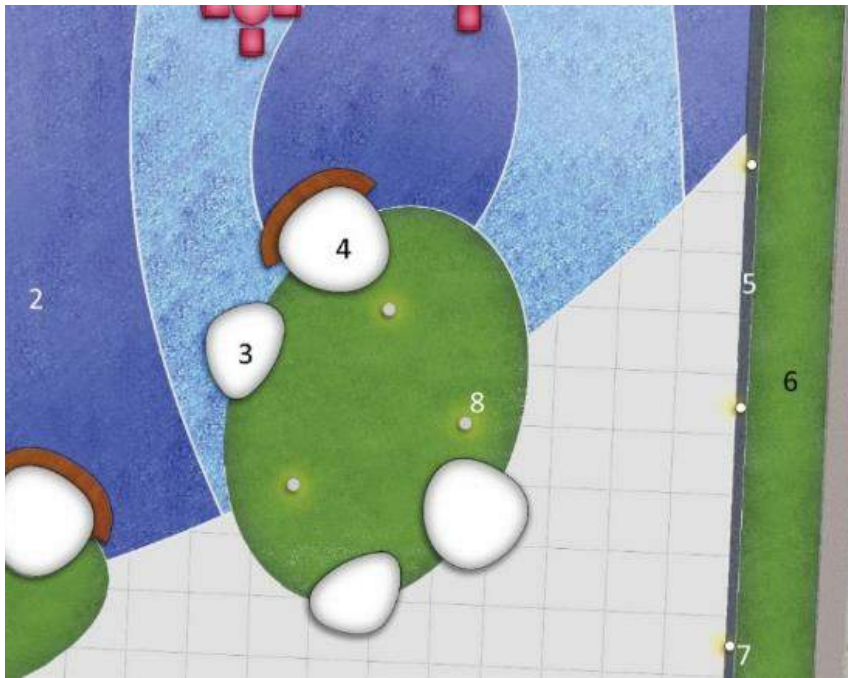
RMC Architects | Stephanie Bower, Architectural Illustration

Waterfront Plaza



RMC Architects | Stephanie Bower, Architectural Illustration

Site Elements



Event Center Interior



RMC Architects | Stephanie Bower, Architectural Illustration

Upper Deck View



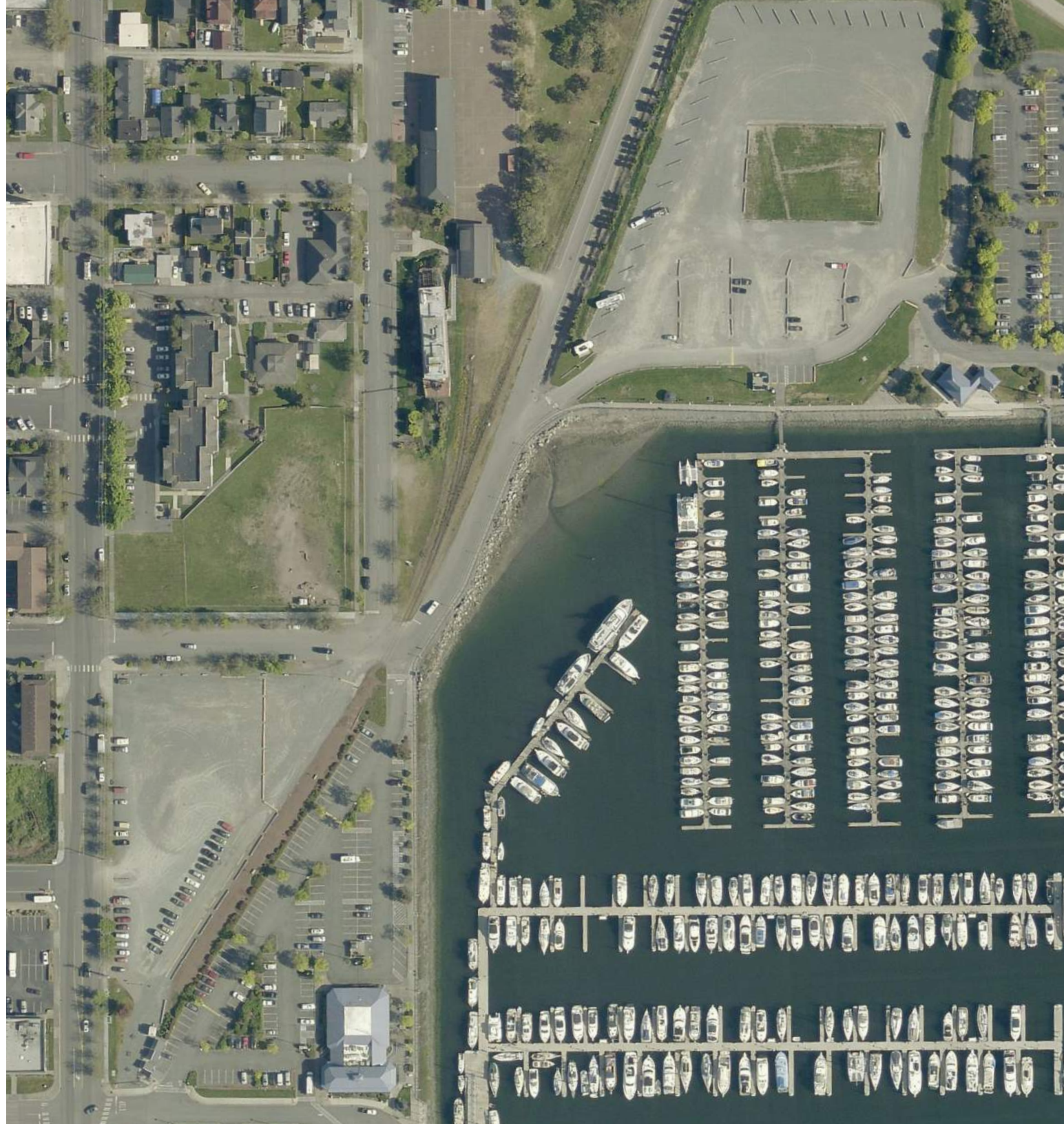
Parking Strategy



Port of Anacortes

Existing

- Lack of overall parking strategy
- Unstriped gravel lots
- Inefficient lot layout
- Inconsistent parking enforcement
- During community events, some lots are near or over capacity



Strategy

- Parking supply meets average daily demand and zoning requirements
- Implement management strategies
- Monitor parking
- Phased execution
 - Flex space



Transactions



Port of Anacortes

Necessary Transactions

1. Street Vacation 9th St. and "R" Ave.
2. Incorporation of City and Port land into new Jim Rice Plaza
3. Dedication of realigned 9th Street
4. Dedication of new Market St. intersection
5. Potential dedication of Market Street
6. Not subject to transaction



Jim Rice Plaza

- Incorporate narrow end of Jim Rice Park
- New 8,500 square-foot Jim Rice Plaza in same location



Council Questions



Port of Anacortes



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning March 2, 2020

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.

March 2, 2020

- Public Hearing: Approval of a Master Permit for Telecommunications Use of Right of Way for City of Anacortes/ACCESS Anacortes Fiber Internet Installation in accordance with AMC Chapter 5.38.040 (Discussion/Possible Action)
- Public Works GIS Demonstration (Discussion)
- Executive Session (30 Minutes) beginning 6:00 p.m. : Potential Litigation or Litigation per RCW 42.30.110 (i)

March 9, 2020

March 16, 2020

March 23, 2020

- Sewer Capital Facility Plan Update (Discussion/Possible Action)
- Contract Award: Skagit River Raw Water Pipeline and Clearwell Project #20-048-WTR-001 (Action)

April 6, 2020

April 13, 2020

April 20, 2020

April 27, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning, Monday, Feb 24, 2020, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Feb 26, 2020, 5:00 PM, Main Conference Room, City Hall
- Fiber, Wednesday, Feb 26, 2020, 4:00 PM, Third Floor Conference Room, City Hall
- Public Works, Monday, Mar 2, 2020, 5:00 PM, Main Conference Room, City Hall
- Port/City Liaison, Tuesday, Mar 3, 2020, 8:30 AM, Port of Anacortes
- Housing Affordability & Community Services, Thursday, Mar 5, 2020, 1:30 PM, Planning Director's Office, City Hall
- Community Center/Pool, Thursday, Mar 5, 2020, 3:30 PM, Third Floor Conference Room, City Hall
- Planning, Monday, Mar 9, 2020, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Mar 11, 2020, 5:00 PM, Main Conference Room, City Hall
- Fiber, Thursday, Mar 12, 2020, 2:30 PM, Third Floor Conference Room, City Hall
- Public Works, Monday, Mar 16, 2020, 5:00 PM, Main Conference Room, City Hall
