

**** Per Governor's emergency [Proclamation 20-28](#) et seq., agencies are required to meet completely remotely without providing for a physical location.**

**** Per Section 3 of Anacortes [Resolution 2082](#) Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020, and [Resolution 3010](#), adopted December 28, 2020, extending the duration of Resolution 2082 through March 31, 2021, all in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held telephonically regardless of whether the City has the capability of video recording meetings.**

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube](#) Channel, or on TV [Channel 10](#).
- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for public participation in virtual Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council

Municipal Building Council Chambers

**** This meeting will be held electronically only ****

**January 25, 2021
6:00 PM**

PRELIMINARY AGENDA

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

- 1. Call to Order**
- 2. Announcements and Committee Reports**
 - a. COVID-19 Update
 - b. Planning Committee
- 3. Public Comment**
- 4. Consent Agenda**
 - a. Minutes of January 19, 2021 (Action)
 - b. Approval of claims in the amount of \$31,635.15 (Action)
 - c. Contract Modification: 32nd and M Intersection Design #19-002-TRN-001 (Action)
 - d. Resolution 3015: Authorizing the Signature and Execution of a Memorandum of Understanding to the Collective Bargaining Agreement Between the City and the Teamsters Local 231 (Action)
- 5. Other Business**
 - a. * Ordinance 3081 Updating International Building Codes to 2018 Version (Discussion/Action)
 - b. Contract Award: Wastewater Treatment Plant Outfall Project - Design #20-032-SEW-007 (Action)

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.

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

- c. Contract Award: F4 Basin Modeling 2020 - Design #20-223-STM-002 (Action)
 - d. Contract Award: Anchor QEA Master Services Agreement #21-024-LEG-001 (Discussion/Action)
 - e. * Resolution 3014: Legislative Priorities (Discussion/Action)
6. **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.*

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Anacortes City Council Minutes - January 19, 2021

Call to Order

Mayor Laurie Gere called to order the Anacortes City Council meeting of January 19, 2021 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Matt Miller all participated in the meeting in absentia via video conference.

Announcements and Committee Reports

COVID-19 Update: Mayor Gere shared current case statistics for Anacortes, Skagit County, Washington State, and the nation. The mayor noted the increase in cases in Skagit County over the prior month. Mayor Gere reported on current vaccination progress in the county and shared instructions for obtaining vaccinations for currently eligible phases.

Skagit County Law and Justice Council: Mr. Miller reported from the LJC meeting held electronically the previous week, for the first time in over a year. He quoted from RCW 72.09.300 explaining the purpose and rules for local law and justice councils. Mr. Miller said the council received an update on inmate loads, staffing and COVID management at the justice center (jail). He reported that County Commissioner Lisa Janicki is chairing the LJC now and that the group discussed countywide resources for providing social worker services to those in the criminal justice system.

Finance Committee: Mr. Carter reported from the committee meeting held the previous week. The committee discussed various park and campground fees which Mr. Carter said would be presented to full Council in the near future.

Fiber Committee: Mr. McDougall reported from the committee meeting held the previous week. The topics discussed included staff monitoring of the fiber network during the winter storm the prior week with no down time encountered for Access Fiber. Mr. McDougall also reported on the impact of allocation of IPV4 addresses.

Public Works Committee: Mr. Walters reported from the committee meeting held earlier in the evening. The topics discussed included the \$1M grant received for the 32nd & M roundabout which would nearly fully fund that project and free up transportation impact fees for other projects; Waste Management's proposal to reduce curbside recycling to every other week collection which the committee did not endorse; staff's recommendation to use an RFQ process rather than straight bid for the wastewater treatment plant outfall project, a proposal that would come to full Council for consideration later in the spring; confirmation that FEMA will partner on that project and participate in cost sharing; and an upcoming presentation to full Council on the full range of potential replacement technologies for the wastewater treatment plant incinerator.

Civil Service Commission Appointments: Mayor Gere announced her reappointment of William Kalin, Jon Stables and Vicki Stasch (as Chairperson) to the Civil Service Commission for terms running from January 1, 2021 until December 31, 2021. Mr. Miller asked what role the Civil Service Commission plays in the city. Administrative Services Director Emily Schuh summarized the Commission's role in providing oversight for police and fire department positions.

Public Comment

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

Consent Agenda

Mr. Miller corrected the minutes of January 11, 2021, under Public Safety Committee Report, to replace the words “the COVID leave policy” with “fire sprinkler code.”

Mr. Miller moved, seconded by Mr. McDougall, to approve the following Consent Agenda items with the noted correction to the minutes. The motion carried unanimously by voice vote.

- a. Minutes of January 11, 2021
- b. Approval of claims in the amount of \$1,174,245.95

The following vouchers/checks were approved for payment:

EFT numbers: 99097 through 99132, total \$299,778.26

Check numbers: 99133 through 99149, total \$731,777.37

Wire transfer numbers: 278561 through 279056, total \$133,391.76

Other Business

Ordinance 3082: Establishing a \$4,500,000 line of credit with SaviBank to provide resources for the continued build out of the City Access Fiber network.

Finance Director Steve Hoglund presented Ordinance 3082 which would authorize the City to draw on a line of credit (LOC) with SaviBank up to \$4,500,000 to provide resources for the City to continue build out the Access Fiber Network. Mr. Hoglund referred to the packet materials for the meeting. Ms. Moulton requested that Council receive periodic updates on the level of indebtedness. Mr. Hoglund agreed that would be accommodated in regular finance and fiber updates. Mr. Hoglund and Note Counsel Alice Ostdiek of Stradling Yocca Carlson & Rauth responded to councilmember questions about draw down authority and note terminology.

RYAN WALTERS moved, seconded by MATT MILLER, to Approve Ordinance 3082 as presented. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, MATT MILLER. Nays - None. Result: Passed

Access Anacortes Fiber Internet Update

Administrative Services Director Emily Schuh provided the regular monthly update on Access Anacortes Fiber Internet. Ms. Schuh’s slides were added to the packet materials for the meeting. She reported on customers in service, pending orders and revenue received, celebrating 524 customers in service at close of business earlier in the day. Ms. Schuh emphasized the stringent COVID-19 safety protocols being observed by the installation crews. She noted the take rate by district, which was exceeding 31% in the current combined service area including the aerial expansion areas. Ms. Schuh also reported on special projects with the Port of Anacortes, the Anacortes Senior Center, and Rock Island Communication; network expansion projections for 2021 and 2022; ongoing customer outreach; and the pending \$2.25M EDA grant for which a decision was expected in February.

Resolution 3013: Providing for Employee Leave Benefits in Response to the Covid-19 Epidemic

Mr. Hoglund presented Resolution 3013, following up on adoption of Resolution 3012 at the regular City Council meeting on January 11, 2021. Resolution 3013 would authorize City staff an additional amount of Emergency Paid Sick Leave (EPSL) that would be in addition to the City provided sick leave accruals already in place. Mr. Hoglund's slide presentation was included in the packet materials for the meeting. Councilmembers and Mayor Gere discussed with Mr. Hoglund leave used for Covid-19 related absences

Anacortes City Council Minutes - January 19, 2021

during 2020 and the likelihood of additional federal funding being made available in 2021. Councilmembers agreed to postpone action on this item pending potential Congressional action. Mayor Gere and Mr. Hoglund were tasked with investigating whether any city employees were at risk of exhausting all available paid leave in the near term and reporting back to Council if so.

Executive Session

Potential Litigation or Litigation per RCW 42.30.110 (i) (45 minutes)

Mayor Gere announced that City Council and the City Attorney would convene in Executive Session per RCW 42.30.110 (i) for approximately 45 minutes to discuss potential litigation or litigation. The mayor advised that the regular meeting would then adjourn with no action having been taken. Councilmembers Jeremy Carter, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Matt Miller attended the executive session.

Adjournment

There being no further business, at approximately 8:20 p.m. the Anacortes City Council meeting of January 19, 2021 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 January 25, 2021 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
278940	10/31/2020	5060507316	RICOH USA, INC	S/N C86086497 PUB DEF COPIES 7/1-9/30/20	\$ 13.67	finance
278937	11/30/2020	3811	WESTERN SYSTEMS REFUSE &	PARTS FOR SEWER CAMERA	\$ 989.87	dshop
279181	12/3/2020	2020-3648	ALADTEC, INC	ONLINE WORKFORCE MANAGEMENT 2/11/21 - 2/10/22	\$ 2,993.09	medic
278938	12/4/2020	31847	WESTERN SYSTEMS REFUSE &	LABOR FOR SEWER CAMERA	\$ 183.74	dshop
279206	12/31/2020	20-179-FAC-0011	CASCADE GUTTER SERVICE, INC.	RETAINAGE RELEASE	\$ 765.50	pw1
279204	12/31/2020	20-158-FAC-0011	DOORMAN COMMERCIAL, LLC	RETAINAGE RELEASE	\$ 647.00	pw1
279202	12/31/2020	18-151-DCM-0011	FABER CONSTRUCTION CORP	RETAINAGE RELEASE	\$ 481.80	pw1
279172	12/31/2020	183597	INFOSEND, INC.	DECEMBER 2020 PROCESSING	\$ 3,264.28	finance
278995	12/31/2020	3093024548	LEXISNEXIS	LEXIS NEXIS LEGAL RESEARCH DEC. 2020	\$ 323.14	legal
279208	12/31/2020	20-209-SEW-0011	MAC & MAC ELECTRIC COMPANY INC	RETAINAGE RELEASE	\$ 425.38	pw1
278939	12/31/2020	2110	ORCA INFORMATION, INC	BACKGROUND CHECKS, POLICE OFFICERS	\$ 54.00	hr
279158	12/31/2020	ReimbWelch	WELCH, REBECCA	2020 ICM - CERTIFICATION COURT MANAGEMENT TRAININGS	\$ 590.00	court
278979	1/5/2021	1223	MAKE NORTHWEST	ACE WEBSITE CHANGES & MAINTENANCE	\$ 175.00	pwfac
278983	1/5/2021	32084	WESTERN SYSTEMS REFUSE &	3/4" STEEL TUBES FOR TRUCK #511	\$ 1,547.41	dshop
279007	1/6/2021	1835008	MILES SAND & GRAVEL CO.	SAND FOR CAUSLAND PARK	\$ 169.73	parks1
279050	1/6/2021	204885	NAPA	FILTERS FOR STOCK	\$ 384.73	dshop
279053	1/6/2021	204817	NAPA	FILTERS FOR STOCK	\$ 354.73	dshop
278975	1/9/2021	148074	LAKESIDE INDUSTRIES, INC.	ROCK SALES	\$ 1,426.79	wdist
278977	1/10/2021	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 1/19 TO 2/18/21	\$ 238.07	finance
278987	1/11/2021	8498 30 017 0464628	COMCAST	WA PARK INTERNET 1/21-2/20/21	\$ 106.16	finance
279060	1/11/2021	300000305007	PUGET SOUND ENERGY INC	SKYLINE ST LIGHTS 12/3- 12/31/2020	\$ 468.59	dshop
279159	1/11/2021	300000290035	PUGET SOUND ENERGY INC	MUSEUM 12/8-1/6/2021	\$ 369.62	museum
279193	1/11/2021	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 12/7-1/6/21	\$ 1,224.61	medic
279066	1/11/2021	142	SKAGIT DOMESTIC VIOLENCE &	SKAGIT DVSA SERVICES 10/1-12/31/20	\$ 1,231.33	apd
279062	1/12/2021	017397094	GALLS, LLC.	UNIFORM ITEMS; NEW LATERAL OFFICERS PACKARD AND ROUKIE	\$ 855.95	apd
279052	1/12/2021	205436	NAPA	NEW ALTERNATOR #016	\$ 650.62	dshop
279054	1/12/2021	205538	NAPA	CAPSULE #304	\$ 30.42	dshop
278936	1/12/2021	20210049	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING 12/2020	\$ 3,238.95	finance
279177	1/13/2021	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 12/12 - 1/11/21	\$ 167.48	medic
278980	1/13/2021	5048416315	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 492.67	finance

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
279058	1/13/2021	N585807	CORE & MAIN LP	STAINLESS BANDS	\$ 563.81	wdist
278988	1/13/2021	104562513	RICOH USA, INC	S/N C32029555 CITY HALL COPIER 3RD 1/1-1/31/2021	\$ 378.35	finance
279059	1/13/2021	S6-6017746	SEATTLE AUTOMOTIVE DIST INC	WHEEL BEARINGS 016	\$ 212.26	dshop
278982	1/13/2021	152939	SKAGIT HYDRAULICS	LABOR VEH 514	\$ 774.79	dshop
278986	1/13/2021	L140058	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 19-19	\$ 913.31	finance
279184	1/14/2021	291301C	BAY CITY SUPPLY	VOVID-19 DISINFECTANT SPRAY BOTTLES	\$ 47.52	pwfac
279196	1/14/2021	294293A	BAY CITY SUPPLY	COVID-19 PPE PRUELL DISINFECTANT	\$ 461.09	pwfac
279197	1/14/2021	294860	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 145.99	pwfac
279178	1/14/2021	AN 804141	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 80.76	medic
279161	1/14/2021	9319605881	GRAYBAR ELECTRIC COMPANY, INC	MST	\$ 363.89	fiber
278976	1/14/2021	1228	MAKE NORTHWEST	ACE WEBSITE DOMAIN RENEWAL	\$ 65.10	pwfac
279055	1/14/2021	205778	NAPA	REMAN ALTERNATOR, BELT BATTERY	\$ 401.81	dshop
279057	1/14/2021	205733	NAPA	TBOLT CLAMP #511	\$ 8.37	dshop
279173	1/14/2021	0043571-IN	REISNER DISTRIBUTOR INC	LUBRICANTS- SHOP	\$ 574.34	dshop
279170	1/15/2021	6085007	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 8.42	medic
279194	1/15/2021	0001026	CITY OF BURLINGTON	DARK FIBER & RACK SPACE	\$ 275.00	fiber
279067	1/15/2021	12/25/2020	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING; 11/25/20 - 12/25/20	\$ 14.69	apd
279179	1/15/2021	WAANA131063	FASTENAL COMPANY	BATTERIES	\$ 11.73	medic
279160	1/15/2021	9319625187	GRAYBAR ELECTRIC COMPANY, INC	SPLICE CASE SUPPLIES	\$ 990.10	fiber
279180	1/15/2021	1067347	LIFE ASSIST, INC	EXAM GLOVES	\$ 261.12	medic
279165	1/15/2021	205942	NAPA	TIE DOWN- #873	\$ 53.17	dshop
278994	1/15/2021	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 12/1-12/31/20	\$ 42.00	finance
279163	1/18/2021	5609	ANACORTES TOWING, LLC	TOWING; APD CASE 21-A00372	\$ 163.20	apd
279162	1/18/2021	01/18/2021	FIDALGO CLEANING	APD CLEANING & SUPPLIES 1/18-1/31/21	\$ 800.00	apd
279176	1/19/2021	184479	INFOSEND, INC.	PROGRAMMING FEE - FIBER BILLS & SEPTAGE	\$ 160.00	finance

Total **\$31,635.15**



City Council Contract Agenda Bill

Meeting Date: 1/25/2021 **Agenda Item:** 4c

Subject: Contract Modification – 32nd and M Intersection - Design #19-002-TRN-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 Transportation Solutions, Inc. (TSI) in the amount of \$99,680.00, increasing the total contract price to \$138,336.93, to expand on the Preliminary (15%) Design and include Final (100%) Design of the 32nd and M Intersection Project.

Background:

1. **Reason for Contract Change:** To expand on the Preliminary (15%) Design and include Final (100%) Design of the 32nd and M Intersection Project. Tasks include Project Management and Quality Control, Data Collection and Survey, NEPA Documentation support, Stakeholder and Property Owner Coordination, Final (100%) Design.
2. **History:** This project is identified as being a safety project. In May of 2020, the City of Anacortes submitted a grant application to WSDOT that highlighted 4 intersections in Anacortes with high accidents involving vehicles, pedestrians and cyclists. 12th and Commercial, 17th and Commercial, 22nd and Commercial and 32nd Street and M Avenue. The State awarded a grant for the construction portion of the 32nd Street and M Avenue project. The TSI contract will prepare a Design Report for a roundabout at the intersection of M Avenue and 32nd Street in Anacortes, Washington.
3. **Key Terms:**
 - Work will be performed for on a time and materials basis not-to-exceed \$138,336.93.
 - Period of Performance is extended through 12/31/21.
4. **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: Contract [19-002-TRN-001](#) was fully executed on 6/5/19. [Modification 01](#) to extend the Period of Performance was executed on 10/25/19.

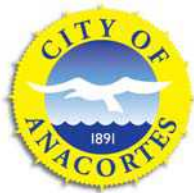
Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a modification to contract 19-002-TRN-001 with Transportation Solutions, Inc. in the amount of \$99,680.00, increasing the total contract price to \$138,336.93.

Alternative Actions: Not approve the contract modification

Attachments: Contract 19-002-TRN-001 Modification 02

Consultant	Transportation Solutions, Inc. (TSI)
Original Agreement Amount	\$38,656.93
Current Agreement Amount	\$38,656.93
Change Per this Modification	\$99,680.00
Total After Modification	\$138,336.93
All Mods % Increase from Original Amount	257%
Earmarked Funds	\$300,000.00
BARS #	105.720.595.30.63
Paid on Contract as of 1/19/21	\$38,283.30
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/21



Date January 25, 2021
Page 1 of 1 Pages

Project Title 32nd and M Intersection - Design
Prime Contractor Transportation Solutions, Inc. (TSI)

BACKGROUND

This modification is issued in accordance with Article 15, Changes/Additional Work. This modification expands on the Preliminary (15%) Design and include Final (100%) Design of the 32nd and M Intersection Project. The contract price will increase from \$38,656.93 by \$99,680.00 to \$138,336.93. The period of performance is also extended to reflect the anticipated time needed for performance of the Scope of Work.

Accordingly, the following changes are incorporated under this contract:

Article 1. Scope of Work: Insert the following second paragraph under Article 1:

"In addition to the services described above, the Consultant shall perform the services described in attached Exhibit C; an Exhibit under Modification 02 which is hereby incorporated by reference and made a part hereof."

Article 2. Price: Delete in its entirety and insert the following:

"The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed **One Hundred Thirty-Eight Thousand Three Hundred Thirty-Six Dollars and Ninety-Three Cents (\$138,336.93)**. This price of reflects an original contract price of \$38,656.93 as detailed in Exhibit B, and a price of \$99,680.00 for Modification 02 and as detailed in Exhibit D."

Article 3. Period of Performance: Delete in its entirety and insert the following:

"The period of performance under this Agreement is from inception through December 31, 2021"

All other terms of the contract remain unchanged.

CITY OF ANACORTES

TRANSPORTATION SOLUTIONS, INC.

By _____
Laurie Gere, Mayor

By _____

Date _____

Title _____

Date _____

Original Agreement Amount	<u>\$38,656.93</u>	Original Contract Completion Date	<u>10/31/19</u>
Current Agreement Amount	<u>\$38,656.93</u>	Current Contract Completion Date	<u>10/31/20</u>
Change Per this Modification	<u>\$99,680.00</u>	Net Change	<u>426 Days</u>
Total After Modification	<u>\$138,336.93</u>	Contract Completion Date After Change	<u>12/31/21</u>

Contract 19-002-TRN-001
EXHIBIT C
Scope of Services
32nd and M Intersection Design Report

PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES

A. Project Description

The objective of this project is to prepare a Design Report for a roundabout at the intersection of M Avenue and 32nd Street in Anacortes, Washington.

The City of Anacortes (City) desires to improve intersection performance and safety at the intersection of M Avenue and 32nd Street. A single lane mini roundabout will be designed and constructed at the intersection. Currently the intersection is all-way stop control.

The M Avenue 32nd Street intersection is in a primarily residential area yet is the intersection of two primary roadways. 32nd Street is a major east-west route and M Avenue is a major north-south route.

Modification 02 will expand on the Preliminary (15%) Design and include Final (100%) Design.

The primary goals of the project include the following:

- Build a safe facility
- The design will not require permanent right-of-way acquisition from the adjacent property owners
- The design will maintain LOS D for the Design Year
- The design will accommodate a mix of vehicles including gravel trucks and school busses
- The design will identify and implement Practical Design Solutions to reduce construction and maintenance costs
- The design will achieve public support and endorsement

B. Project Coordination

This scope of work uses the following references for project team members:

CITY or the City is the City of Anacortes - Project Sponsor and owner of facilities within City of rights-of-way.

Transportation Solutions, Inc. (TSI) or (CONSULTANT)

C. Design Criteria

As part of the design effort on this project, design criteria will be developed and approved by the CITY. When developing this design criteria, City of Anacortes standards will govern. Additionally the following Standards and guidelines will be used:

- NCHRP REPORT 672 Roundabouts An Informational Guide, Second Edition
- AASHTO's "A Policy on Geometric Design of Highways and Streets" 2011
- WSDOT Design Manual, September 2020

D. Project Deliverables and Schedule furnished by TSI

Agreement Number:

Task	Due Date
Task 1 Project Management and Quality Control	Dec 2020 - Sept 2021
Task 2 Data Collection and Survey	May, 2019
Task 3 Preliminary (15%) Design	June – July 2019
Task 4 NEPA Documentation support	January – April 2021
Task 5 Stakeholder and Property Owner Coordination	July, 2019
Task 6 Final (100%) Design	August 2021

E. Information, Responsibilities, and Services Provided by the CITY

The following information will be provided by the CITY. This is not intended to be an exhaustive list and additional data to be provided by the CITY are included throughout the scope of work:

- Roadway and utility as-built drawings
- Sample CAD drawing with layer naming and symbol conventions
- Available geotechnical data, boring logs, and as-built drawings showing geotechnical information.
- Typical pavement structural section recommendations based on other area projects (for cost estimating purposes).
- Typical storm water infiltration rate recommendations based on other area projects
- Planning and land use data.
- Any available recent traffic counts.
- 5 year crash data
- Existing right-of-way plans for the project area

F. General Project Assumptions

This Scope of Services is based upon certain assumptions and exclusions, identified below and under specific tasks. The following assumptions were used in the development of this scope of services:

- AutoCAD 2016 or later will be utilized on the project.
- AGI32 software will be used for illumination design
- MS Excel will be utilized for spreadsheets.
- MS Word will be utilized for word processing.
- Roundabout LOS will be analyzed using SIDRA and WSDOT LOS procedures.
- AutoTurn will be utilized to evaluate truck turning movements.
- Construction bid estimates and other opinions of cost and schedule are estimates. Therefore, Consultant makes no warranty that actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections or estimates.

G. Change Management

This is a time and materials contract with a not to exceed maximum. The level of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets.

Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL

1.1 Project Management

Agreement Number:

Project management will be on-going during the course of the project. The project manager will maintain communication with the CITY, will monitor the project's scope, schedule, and budget, and other similar project management tasks.

12 Monthly Progress Reports and Invoices

TSI will provide monthly progress reports and invoices in accordance with CITY standard procedure. We will coordinate the first invoice so that the format is acceptable to the CITY. Each progress report and invoice package will include the TSI invoice showing all labor and direct expenses included for the period, the monthly progress report, and full documentation of labor hours and direct expenses charged for the period for TSI and each subconsultant.

Assumptions

- The invoice format for this project will be one that is acceptable to the CITY.
- Progress Report and Invoice packages will be prepared monthly for ten (10) months.
- For purposes of this scope it is assumed that project management will require 4 hours per month.

Deliverables

- Monthly Progress Report and Invoice Packages

13 Project Kick-Off and Progress Meetings, and Council Meeting Presentations

Meetings (typically teleconference) will be scheduled to monitor the progress of the project, to coordinate with team members, and to maintain accountability between all members of the team including the CONSULTANT, subconsultants, and the CITY.

14 Quality Control/Quality Assurance Review

Quality Control reviews will be completed prior to submittal of major deliverables. These will include:

- Draft and Final Presentation Materials
- Draft and Final 60% Plan Set
- Draft and Final 100% Plan Set
- Draft and Final Cost Estimate

Task 2.0 DATA COLLECTION AND SURVEY

The CONSULTANT will update existing project information and obtain new information needed to develop and complete the design report. Sources of information may include contract plans, as-builts, surveys, field visits to collect information, City files and databases, design and policy manuals, transportation plans, previous studies, discussions with City, and other sources of information as needed.

2.1 Obtain As-Builts and Contract Plan Sheets

TSI will request from the City any as-built construction documents and contract plans for improvements located in the project vicinity. Any existing area boring logs, roadway structural sections or area infiltration rates that were developed for other area projects will also be provided to the CONSULTANT team.

2.2 Verify Planning Data and Background

Task completed.

2.3 Verify Environmental and Land Use Constraints

Agreement Number:

Task Completed.

24 Review Existing Utilities

Utilizing files and information received from the city existing utility constraints will be identified and considered.

25 Site Visits to Obtain Additional Information

Technical staff from the project team will perform a site visit to obtain additional project information not obtainable through electronic media. This may include confirming or reviewing existing surface features, topographical, utility, boundary, environmental and other constraints.

26 Review Existing/Forecast Traffic Volumes

Task completed.

27 Obtain Topographical Survey Information

Topographic survey was completed (by subconsultant) in original contract. Additional survey needed to tie into existing driveways and alleys to be provided by City.

Task 3.0 Preliminary (15%) Design

Task completed.

3.1 Design Report

Task completed.

3.2 Preliminary Design (15%)

Task completed.

3.3 Prepare (15%) Cost Estimate for Preliminary Design

Task completed.

Task 4.0 Environmental Documentation

The CONSULTANT shall work with the CITY to execute a Categorical Exemption (CE) for the project to comply with the National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA)

Assumptions

- The project will meet the conditions of a Programmatic NEPA CE.
- The project will meet the requirements of an Endangered Species Act (ESA) No Effect determination via Part 5 of the CE form. NMFS and USFWS will concur with a No Effect determination and preparation of stand-alone ESA documentation (e.g., Biological Assessment/Evaluation or memorandum) and formal consultation will not be required.
- The project will meet the requirements of a Section 106 exemption and preparation of an APE and cultural resources survey will not be required.
- No additional technical reports or surveys will be required in support of the CE Documentation

Agreement Number:

Form, including but not limited to air quality, noise, environmental justice, and hazardous materials. If this documentation is required, it can be prepared by the CONSULTANT as an extra service.

No Section 4(f) or 6(f) resources are located within the project area

4.1 NEPA

The CONSULTANT shall provide copies of available design information created in other tasks for the City's use to complete the NEPA documentation

4.2 Section 106 Cultural Resources Compliance

The CONSULTANT shall provide copies of available design information created in other tasks for the City's use to complete the Section 106 Cultural Resources compliance process.

4.3 SEPA

Following Local Programs approval of the CE, the CONSULTANT shall provide copies of available design information created in other tasks for the City's use to complete SEPA Checklist for the project.

Deliverables:

Copies of available design information created in other tasks for the City's use in obtaining NEPA and SEPA approvals

Task 5.0 OPEN HOUSE AND PROPERTY OWNER COORDINATION

5.1 Public Open House

Consult shall attend up to one (1) Open House meetings in support of City staff.

Deliverables

- Display materials and/or a PowerPoint based upon preliminary and or final design products developed during as part of this scope of work.

City Responsibilities

- Provide facility for Open House meetings
- Attend, lead, and present at Open House meetings
- Include Open House dates in City newsletter and on City website (if one is developed for the project)

5.2 Adjacent Property Owner Meetings

The City will designate a lead to act on behalf of the City fielding all questions and concerns as well as recording and documenting those concerns. Consultant staff will attend up to four (4) property owner meetings with city staff.

Deliverables

- Display materials based upon preliminary and or final design products developed during as part of this scope of work.

City Responsibilities

- Coordination of property owner meetings as appropriate
- Coordinate and prepare documentation for temporary construction easements as appropriate

Agreement Number:

Task 6.0 Final Design (60% and 100%)

Final design shall consist of a 60% plan set based on the 15% design for city review followed by a 100% plan set for final review. The 60% and 100% plans will include all the following elements. The 60% plans may include requests for clarification for minor details that will be resolved in the 100% plans.

6.1 Index and Vicinity Map

TSI will develop an Index and Vicinity Map showing the project location and a list of sheets included in the design plans.

6.2 Site Preparation Plan

The site preparation plan will specify site preparation activities including but not limited to clearing, grubbing, cut, fill, roadway removal, sidewalk removal, demolition, and existing utility protection, demarcation and/or relocation in order to create favorable site conditions which facilitate construction activities.

6.3 Horizontal Layout and Grading Plans

Horizontal layout and grading plans will be prepared using a combination of plan view and curve data tables including:

- Horizontal geometry for the intersection including:
 - Central island
 - Splitter islands
 - Truck aprons
 - Approach roadways
 - Curb, gutter, and sidewalk limits
 - Driveway restoration limits
- Point elevations corresponding with horizontal geometry, high points, and low points

Assumptions

- Plans will be prepared at 1" = 20' full size (22"x34") and 1"=40' half size (11"x17")
- Plans will use City and WSDOT Standard Details
- Includes eight (8) ADA ramps, one (1) bicycle transition ramp, six (6) driveways, three (3) alleys

6.4 Roundabout Details

A roundabout detail sheet will be prepared to show mountable curb details, splitter island geometric details, and truck apron details.

6.5 TESC Plan

Project specific temporary erosion sedimentation control (TESC) plan will be prepared consistent with LAG Manual requirements for federally funded projects.

6.6 Paving Plans

The paving plans will include:

- Paving limits
- Curb, gutter, and sidewalk limits
- Driveway restoration limits
- Roadway sections
- Driveway sections

Agreement Number:

6.7 Drainage Plans

It is anticipated/assumed that the new plus replaced impervious surface area is less than 5,000 square feet, therefore a drainage report is not required. The CONSULTANT shall:

- Determine and document the new and replaced pervious and impervious areas.
- Determine and document the criteria for detention/retention and water quality design.
- Develop and size drainage collection and conveyance tie-ins. It is assumed that new catch basins and storm drains will be tied into existing storm drains within 50 feet of the project site.
- Drainage Plan and Profile will be included in the plan set (2 sheets)

6.8 Pavement Marking and Signing Plans

The CONSULTANT shall prepare pavement marking plans indicating locations for channelization and pavement markings. The CONSULTANT shall prepare signing plans including standard roundabout signage and Rectangular Rapid Flash Beacons for the crosswalks.

6.9 Illumination Plans

It is anticipated that illumination will be required but is not included in this scope of work.

Assumptions

- Illumination will be designed, installed and maintained by INTOLight/PSE
- City will coordinate with INTOLight/PSE

6.10 Utility Relocation Plans (CITY prepared)

The CITY shall prepare utility relocation plans based upon the roundabout design provided by the CONSULTANT. The CONSULTANT will make minor revisions to the roundabout design to avoid utilities if requested.

Found utilities will be used to create preliminary utility plans. These plans will show the locations of each existing utility based on plans provided by the utility companies and/or existing plans. Initial utility contacts will be made, requests for utility company maps of existing utilities will be delivered and an explanation of the project provided. The preliminary utility plans will be provided to the utility companies for their verification of location and to plan the relocation of any facilities necessary to the project. The preliminary utility packages are provided to the utility companies to initiate the verification process and begin the coordination effort of confirming utility location and depth and confirming potholing/monitoring.

Assumptions

- Utility relocation will be the responsibility of the affected utility
- Pothole location and coordination to be completed by CITY as appropriate

6.11 Traffic Control Plans

Project specific traffic control plans will be prepared consistent with LAG Manual requirements for federally funded projects. The traffic control plans will consider the potential closure of one or more intersection approaches to accelerate construction and reduce construction costs.

6.12 General Notes and Legend

The CITY shall provide general notes and legend to be included in plan set as desired.

Agreement Number:

6.13 Irrigation Design

The CITY shall provide irrigation design for landscaping in central island.

6.14 Itemized Quantity Takeoff and Cost Estimate

Quantity takeoffs for the multiple design tasks will be reported by each task lead and a preliminary cost estimate for the project will be developed. The cost estimate will take into account recent construction project bid prices in the project vicinity. The cost estimate will also include right-of-way costs, construction contingencies, construction engineering, and contractor mobilization. CITY to prepare specifications. CONSULTANT shall review and coordinate with CITY regarding specifications such that bid items in the cost estimate shall correspond to CITY's specifications.

6.15 Compile and Submit Final Design Package

TSI will prepare the Design Submittal package based on the City of Anacortes requirements and WSDOT's Design Manual and submit the package for review and comment. The Final Design Plans as described above and as summarized below:

Scope Item	Description	Sheets
6.1	Index and Vicinity Map	1
6.2	Site Preparation	1
6.3	Horizontal Layout and Grading Plans	10
6.4	Roundabout Details	2
6.5	TESC Plan	1
6.6	Paving Plans and Roadway Sections	4
6.7	Drainage Plans	2
6.8	Pavement Marking and Signing Plans	3
6.9	Illumination Plans	0
6.10	Utility Relocation Plan	1
6.11	Traffic Control Plans	2
6.12	General Notes and Legend	2
6.13	Irrigation Plan	1
	Design Sheet Total	29

Deliverables:

- 60% design plans
- 100% design plans
- Itemized Quantity Takeoff and Cost Estimate

Assumptions

- Geotechnical report will not be prepared, design will rely upon geotechnical data from adjacent projects

Task 7.0 PROJECT CLOSEOUT

This task includes archiving hard copy, design, financial, and other electronic files related to the project for storage and easy retrieval if necessary in the future.

Agreement Number:

EXHIBIT D

Fee Estimate							
32nd and M Intersection Design Report							
Addendum 1 Plans, Specifications, and Estimates							
	VLS	MLM	ALB	MS	JB		
Anticipated Work Tasks	PIC	Sr. Engr	Traffic Engr	Sr. Engr Tech CADD	Admin	Task Hours	Task Cost
	\$235.00	\$180.00	\$168.50	\$155.00	\$115.00		
Task 1.0 PROJECT MANAGEMENT AND QUALITY CONTROL	10	20	0	0	10	40	\$7,100.00
Task 2.0 DATA COLLECTION AND SURVEY	0	12	0	2	0	14	\$2,470.00
Task 2.1 Obtain As-Built and Contract Plan Sheets						0	\$0.00
Task 2.2 Review Planning Data and Background						0	\$0.00
Task 2.3 Assess Environmental and Land Use Constraints						0	\$0.00
Task 2.4 Review Existing Utilities		2		1		3	\$515.00
Task 2.5 Site Visits to Obtain Additional Information As Needed		8				8	\$1,440.00
Task 2.6 Review Existing/Forecast Traffic Volumes						0	\$0.00
Task 2.7 Obtain Existing Topographical Survey Information		2		1		3	\$515.00
TASK 3.0 PRELIMINARY (15%) DESIGN	0	0	0	0	0	0	\$0.00
Task 3.1 Intersection Control Analysis/Design Report						0	\$0.00
Task 3.2 Preliminary Design (15%)						0	\$0.00
Task 3.3 Prepare (15%) Cost Estimate for Preliminary Design						0	\$0.00
TASK 4.0 ENVIRONMENTAL DOCUMENTATION	0	6	0	12	0	18	\$2,940.00
Task 4.1 NEPA		2		4		6	\$980.00
Task 4.2 Section 106 Cultural Resources Compliance		2		4		6	\$980.00
Task 4.3 SEPA		2		4		6	\$980.00
Task 5.0 OPEN HOUSE AND PROPERTY OWNER COORDINATION	0	16	0	8	0	24	\$4,120.00
Task 5.1 Public Open House						0	\$0.00
Task 5.2 Adjacent Property Owner Meetings		16		8		24	\$4,120.00
Task 6.0 FINAL DESIGN (60% AND 100%)	24	228	0	228	4	484	\$82,480.00
Task 6.1 Index and Vicinity Map				4		4	\$620.00
Task 6.2 Site Preparation Plan	1	12		12		25	\$4,255.00
Task 6.3 Horizontal Layout and Grading Plans	8	80		60		148	\$25,580.00
Task 6.4 Roundabout Details	2	16		16		34	\$5,830.00
Task 6.5 TESC Plan	1	12		12		25	\$4,255.00
Task 6.6 Paving Plans	2	12		16		30	\$5,110.00
Task 6.7 Drainage Plans	4	32		24		60	\$10,420.00
Task 6.8 Pavement Marking and Signing Plans	1	8		24		33	\$5,395.00
Task 6.9 Illumination Plans						0	\$0.00
Task 6.10 Utility Relocation Plans						0	\$0.00
Task 6.11 Traffic Control Plans	1	12		16		29	\$4,875.00
Task 6.12 General Notes and Legend	1	2		8		11	\$1,835.00
Task 6.13 Irrigation Plan	1	2		8		11	\$1,835.00
Task 6.14 Itemized Quantity Takeoff and Cost Estimate	1	32		12		45	\$7,855.00
Task 6.15 Compile and Submit Final Design Package	1	8		16	4	29	\$4,615.00
Task 7 PROJECT CLOSEOUT	1	1	0	1	0	3	\$570.00
Totals	35	283	0	251	14	583	\$99,680.00
						Hours Total	Labor Total
						TSI Expenses	
				Survey Subconsultant (no markup)			\$0.00
						Grand Total	\$99,680.00



City Council Agenda Bill

Meeting Date: January 25, 2021 **Agenda Item:** 4.d.

Agenda Item Title: Resolution 3015: Authorizing the Signature and Execution of a Memorandum of Understanding to the Collective Bargaining Agreement Between the City and the Teamsters Local 231

Staff Contact(s): STEVE HOGLUND

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
STEVE HOGLUND	Resolution

Item Summary: On January 4th, 2021 City Council approved resolution 3011 authorizing an MOU with the Teamsters local 231 (the Union) which approved a 2% Cost of Living Adjustment for the union membership, and approved the addition of 3 Fiber job descriptions to be represented by the Union. The 3 positions are the Field Technicians, Outside Plant Coordinator, and the Business Assistant. Through loss of version control during various email exchanges between City and Union staff, the MOU that was attached to Resolution 3011 was not the agreed upon version. There were non material changes, including in Background section 1 making Teamsters plural; in Background section 2 changing negotiation date for 2022 COLA from 2022 to Fall of 2021; and in the agreement section 1 changed "there will be a 2.0% wage adjustment to the 2020 wage schedule" to "all ranges and steps in the 2020 wage schedule shall be increased by 2.0%".

Budget Impact:

No impact beyond what was already adopted in the 2021 budget.

Previous Action: 5/18/20 Council adopted [Resolution 2086](#) authorizing 2020-2022 CBA.

November / 2020 City / Union COLA and Fiber Employee negotiations.

[1/4/21](#) Council adopted [Resolution 3011](#) authorizing MOU

Recommended Motion: I move to adopt Resolution 3015 authorizing the Mayor to sign the MOU between the City and the Teamster Local 231

Alternative Actions: Do not adopt and direct staff as to next steps.

Attachments (listed in order presented):

1. Resolution 3015
2. Teamsters MOU
3. Resolution 3011

RESOLUTION 3015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON AUTHORIZING THE SIGNATURE AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE TEAMSTERS LOCAL 231

WHEREAS, the City of Anacortes (“the City”) and Teamster Union Local 231 (“the Union”) are parties to a collective bargaining agreement (“CBA”) with effective dates of January 1, 2020 through December 31, 2022, and

WHEREAS, On January 4th 2021 the City Council of the City of Anacortes adopted resolution 3011 which authorized a Memorandum of Understanding (MOU) with the Union that was not the final version of the MOU as agreed to during negotiations by the City and the Union, in that there were non material differences between the agreed to version and the version adopted by Resolution 3011.

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council hereby affirms Resolution 3011 and directs and authorizes the Mayor to execute the attached memorandum of understanding effective January 1, 2021 by and between the City of Anacortes and the Teamsters Local 231.

Laurie Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

MEMORANDUM OF UNDERSTANDING

By and Between
THE CITY OF ANACORTES
And
TEAMSTERS LOCAL 231

Addendum D of the Collective Bargaining Agreement Negotiations addressing
2021 Wages and Municipal Fiber positions transition to Teamster representation

BACKGROUND:

1. The City of Anacortes ("the City") and the Teamsters Union Local 231 ("the Union") are parties to a collective bargaining agreement ("CBA") with effective dates of January 1, 2020 through December 31, 2022.
2. Article 10.02.1 provided a wage opener to address cost of living increases for successor years of the contract. This MOU addresses 2021 increases. Negotiations over cost of living adjustments effective January 1, 2022 will occur in the fall of 2021.
3. Addendum D of the CBA provided for post-negotiation discussions. This MOU addresses municipal fiber positions. Other sections of Addendum D remain open for further discussion.
4. The parties have conferred and agree to the provisions below.

AGREEMENT:

1. Effective January 1, 2021 all ranges and steps in the 2020 wage schedule shall be increased by 2.0%.
2. The positions of Municipal Broadband Field Technician, Outside Plant Coordinator, and Business Assistant will transition to Teamster represented positions. The Municipal Broadband Manager and the Municipal Broadband Network Technician remain unchanged.

Position	Salary Schedule Placement	Boot Allowance
Municipal Broadband Field Technician	T22	Yes
Outside Plant Coordinator	T23	Yes
Business Assistant	T22	No

Signed and dated this _____ day
of _____, 2021.

CITY OF ANACORTES

By: Laurie M. Gere
Mayor

Signed and dated this _____ day
of _____, 2021.

TEAMSTERS LOCAL 231

By: Richard J. Ewing
Secretary-Treasurer

Signed and dated this _____ day
of _____, 2021.

CITY OF ANACORTES

By: Emily Schuh
Administrative Services Director

Signed and dated this _____ day
of _____, 2021.

TEAMSTERS LOCAL 231

By: Jennifer Thompson
Business Representative

RESOLUTION 3011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON AUTHORIZING THE SIGNATURE AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE TEAMSTERS LOCAL 231

WHEREAS, the City of Anacortes (“the City”) and Teamsters Union Local 231 (“the Union”) are parties to a collective bargaining agreement (“CBA”) with effective dates of January 1, 2020 through December 31, 2022, and

WHEREAS, Article 10.02.01 of the CBA provided a wage opener to address cost of living increases for successor years of the contract, and

WHEREAS, The development of the Municipal Fiber department established employee positions whose duties were consistent with those of other City employees who were members of the Union, and were determined should be incorporated into Union membership, and

WHEREAS, A Memorandum of Understanding was negotiated between the Union and the City, and approved by a vote of the majority of Union members, which incorporates the City Fiber employees into the Union, and

WHEREAS, This MOU also satisfies section 10.02.01 of the CBA in that it authorizes a 2% Cost of Living Adjustment (COLA) for fiscal year 2021 to the Union represented employees, and

WHEREAS, This MOU will be effective January 1, 2021 thereby affecting City payroll on the second payroll cycle in January, for the January 20th payday.

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council that the Mayor is authorized and directed to execute the attached memorandum of understanding effective January 1, 2021 by and between the City of Anacortes and the Teamsters Local 231.

Laurie Gere

Laurie Gere, Mayor

ATTEST:

Steven D. Hoglund

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam

Darcy Swetnam, City Attorney

MEMORANDUM OF UNDERSTANDING

By and Between
THE CITY OF ANACORTES
And
TEAMSTERS LOCAL 231

Addendum D of the Collective Bargaining Agreement Negotiations addressing
2021 Wages and Municipal Fiber positions transition to Teamster representation

BACKGROUND:

1. The City of Anacortes ("the City") and the Teamster Union Local 231 ("the Union") are parties to a collective bargaining agreement ("CBA") with effective dates of January 1, 2020 through December 31, 2022.
2. Article 10.02.1 provided a wage opener to address cost of living increases for successor years of the contract. This MOU addresses 2021 increases. Discussions about 2022 cost of living discussions will occur in 2022.
3. Addendum D of the CBA provided for post-negotiation discussions. This MOU addresses municipal fiber positions. Other sections of Addendum D remain open for further discussion.
4. The parties have conferred and agree to the provisions below.

AGREEMENT:

1. Effective January 1, 2021 there will be a 2.0% wage adjustment to the 2020 wage schedule.
2. The positions of Municipal Broadband Field Technician, Outside Plant Coordinator, and Business Assistant will transition to Teamster represented positions. The Municipal Broadband Manager and the Municipal Broadband Network Technician remain unchanged.

Position	Salary Schedule Placement	Boot Allowance
Municipal Broadband Field Technician	T22	Yes
Outside Plant Coordinator	T23	Yes
Business Assistant	T22	No

Signed and dated this _____ day
of _____, 2021.

CITY OF ANACORTES

By: Laurie M. Gere
Mayor

Signed and dated this _____ day
of _____, 2021.

TEAMSTERS LOCAL 231

By: Richard J. Ewing
Secretary-Treasurer

Signed and dated this _____ day
of _____, 2021.

CITY OF ANACORTES

By: Emily Schuh
Administrative Services Director

Signed and dated this _____ day
of _____, 2021.

TEAMSTERS LOCAL 231

By: Jennifer Thompson
Business Representative

Certificate of Completion

Envelope Id: 51DD4665DF9E4FFFB7CF3A6C24FC9375	Status: Completed
Subject: SIGNATURE REQUIRED: Approved Resolution 3011	
Source Envelope:	
Document Pages: 3	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	City Clerk
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	PO Box 547
	904 6th St
	Anacortes, WA 98221
	cityclerk@cityofanacortes.org
	IP Address: 23.90.91.2

Record Tracking

Status: Original	Holder: City Clerk	Location: DocuSign
1/4/2021 8:30:29 PM	cityclerk@cityofanacortes.org	

Signer Events

Signature	Timestamp
Darcy Swetnam	Sent: 1/4/2021 8:32:12 PM
darcys@cityofanacortes.org	Viewed: 1/5/2021 8:52:15 AM
Security Level: Email, Account Authentication (None)	Signed: 1/5/2021 8:52:32 AM
Signature Adoption: Pre-selected Style	
Using IP Address: 23.90.91.2	

Electronic Record and Signature Disclosure:

Accepted: 1/5/2021 8:52:15 AM
ID: 9b401936-6591-44cf-aab9-6addab055527

Steven D. Hoglund	Sent: 1/4/2021 8:32:12 PM
steveh@cityofanacortes.org	Viewed: 1/5/2021 9:47:39 AM
City Clerk/Treasurer	Signed: 1/5/2021 9:47:48 AM
City of Anacortes	
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 23.90.91.2	

Electronic Record and Signature Disclosure:

Accepted: 1/8/2019 2:26:27 PM
ID: 9b1630a8-aa5f-4ac5-93eb-5700d104d979

Laurie Gere	Sent: 1/4/2021 8:32:13 PM
laurieg@cityofanacortes.org	Viewed: 1/5/2021 10:23:18 AM
Security Level: Email, Account Authentication (None)	Signed: 1/5/2021 10:23:30 AM
Signature Adoption: Pre-selected Style	
Using IP Address: 23.90.91.2	

Electronic Record and Signature Disclosure:

Accepted: 1/5/2021 10:23:18 AM
ID: 0e82f5b4-5287-4f0c-b9e9-d2aef2be03fc

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/4/2021 8:32:13 PM
Certified Delivered	Security Checked	1/5/2021 10:23:18 AM
Signing Complete	Security Checked	1/5/2021 10:23:30 AM
Completed	Security Checked	1/5/2021 10:23:30 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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City Council Agenda Bill

Meeting Date: 1/25/2021 **Agenda Item:** 5a

Subject: Proposed Ordinance 3081 Updating Building Codes to the current 2018 editions.

Staff Contact: Don Measamer

Approved for Submittal to Council by	
X	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
X	Darcy Swetnam, City Attorney
X	Don Measamer

Action Type	
X	Ordinance No. 3081
X	Code Revision?
	Resolution No.
	Contract
	Public Hearing
X	Staff Report

Summary Statement: The adoption of Ordinance 3081 would amend AMC Chapter 19.14 adopting the current International 2018 Codes consistent with the Washington State Building Code Council February 1 implementation. The most significant changes are in the International Fire Code and in the Washington State Energy Code. The updated Washington State Energy Code includes incentives to reduce the use of carbon heavy fuels for heating through enhanced insulation techniques or reduced carbon output heat sources. The change in the International Fire Code is to lower the threshold for size of structure requiring an automatic sprinkler system, 4,800 SF. A strike through and underline version, along with a clean version is attached for your review and consideration.

Background: The building codes are updated on a three year cycle, adopted by the state then local jurisdictions with state and local amendments. Please note that a public hearing is not required, however, public comment is welcome.

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: NA

Competing Viewpoints Considered: NA

Recommended Motion: I move to approve Ordinance 3081

Alternative Actions: Continue to the next regularly scheduled meeting

Attachments (listed in order presented): Ordinance 3081 with Attachment A

ORDINANCE NO. ~~2981~~ 3081

AN ORDINANCE AMENDING ANACORTES MUNICIPAL CODE CHAPTER 19.14, BUILDING CODE, RELATING TO THE ADOPTION OF CURRENT EDITIONS OF INTERNATIONAL BUILDING, RESIDENTIAL, AND OTHER CODES AND AMENDING CERTAIN SECTIONS.

WHEREAS, the Washington State Legislature adopted the International Building Code, the International Residential Code, the International Mechanical Code, the Uniform Plumbing Code, and the International Fire Code, and directed that the State Building Code Council adopt these codes as a part of the state building code; and

WHEREAS, the State Building Code Council adopted the ~~2015~~ 2018 editions of such codes in all Washington cities; and

WHEREAS, the City Council has determined that adoption of the ~~2015~~ 2018 code editions with certain local amendments is in the public interest; and

WHEREAS, the City Council has determined that the fees for building permits should not be adjusted at this time and remain as shown in Section 19.14.150 AMC;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The City Council hereby adopts Attachment A amending Anacortes Municipal Code Sections, 19.14.010, 19.14.020, 19.14.025, 19.14.030, 19.14.035, 19.14.040, 19.14.050, 19.14.060, 19.14.070, 19.14.085, 19.14.090, 19.14.110, 19.14.120, 19.14.130, 19.14.150, 19.14.160, 19.14.170, 19.14.180.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and the ordinance shall take effect and be in full force five days after the date of publication.

PASSED AND APPROVED by the Anacortes City Council this ~~20th day of June, 2016.~~ 25th day of January, 2021

CITY OF ANACORTES, WASHINGTON

By _____
Laurie Gere, Mayor

ATTEST:

Steve Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

Appendix A

(Ordinance No. 3081)

Chapter 19.14 International Codes

Note to Chapter 19.14

19.14.010 Short title.

19.14.020 Purpose.

19.14.025 Adoption.

19.14.030 Adoption of the International Building Code.

19.14.035 Adoption of the International Residential Code.

19.14.040 Adoption of International Mechanical Code.

19.14.050 Adoption of the International Property Maintenance Code

19.14.060 Adoption of International Fire Code.

19.14.070 Adoption of Uniform Plumbing Code and Uniform Plumbing Code Standards.

19.14.085 Adoption of standards for manufactured home installation.

19.14.090 Adoption of International Energy Efficiency Code.

19.14.110 Administrative authority.

19.14.120 Unlawful acts.

19.14.130 Violation—Penalty.

19.14.150 Permit fee schedule.

19.14.160 Grading fees.

19.14.170 Mechanical permit fees

19.14.180 Plumbing permit fees.

19.14.025 Adoption.

The following codes are hereby adopted by reference, subject to modifications and/or amendments hereinafter set forth in this chapter.

- A. International Building Code, **2015 2018** Edition, published by the International Code Council, together with all supplements thereto, including the **2015 2018** International Existing Building Code, International Building Code Appendix E and ICC A117.1-2009(Washington State Amendments); International Building Code Appendix B, Appendix C, Appendix E, Appendix G and Appendix J; International Existing Building Code Appendix A; mandated state amendments and subject to the modifications set forth by the state of Washington in Chapter 51-50 WAC;
- B. International Residential Code, **2015 2018 Edition**, published by the International Code Council, together with all supplements thereto, International Residential Code Appendices F,G and R and subject to the modifications set forth by the state of Washington in chapter 51-51 WAC;
- C. International Fire Code, **2015 2018** Edition; Appendices B, C, D, and K.
- D. International Mechanical Code, **2015 2018** edition, published by the International Code Council, together with all supplements thereto; and subject to the modifications set forth by the state of Washington in Chapter 51-52 WAC;
- E. Uniform Plumbing Code, **2015 2018** Edition, published by the International Association of Plumbing and Mechanical Officials, together with all supplements and amendments thereto, and subject to the modifications set forth by the state of Washington in Chapters 51-56 and 51-57 WAC, Appendices Chapter A , Chapter B and Chapter I; provided, that Chapters 12 and 15 are not adopted; provided further, that those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in Chapter 5 and those portions addressing building sewers are not adopted.
- F. International Fuel Gas Code, **2015 2018** Edition, published by the International code Council, together with standards NFPA 58 and NFPA 54;
- G. International Property Maintenance Code, **2015 2018** Edition; published by the International Code Council, is adopted by reference;
- H. International Energy Conservation Code, **2015 2018** Edition, for residential and commercial, published by the International Code Council; together with supplements and amendments thereto, per Chapters 51-11R and 51-11C WAC.
- I. Installation of factory built housing and commercial structures, RCW 43.22.460, together with WAC 296-150C-0540, and the installation of manufactured and mobile homes, RCW 43.22.440 and WAC 296-150M-0650;
- J. In case of conflict among the codes numerated in subsections A through I of this section, the first named code shall govern over those following.
- K. Fire District. Within that area north of the north line of 22nd Street lying between the east line of O Avenue and the west line of Q Avenue, any new building or portion of a building hereafter subject to alteration or repair shall be of Type V-A (1-hour fire-resistive) construction minimum.
- L. For the purpose of determining valuation for issuance of building permits and charging building permit fees, the current building valuation data published in the Building Safety Journal by International Code Council shall be utilized.
- M. Prior to submitting building plans for a single-family residence, a deposit of two hundred dollars shall be paid to the city building department which deposit is nonrefundable.

19.14.030 Adoption of International Building Code:

The International Building Code, published by the International Code Council, as adopted by the state of Washington 51-50 WAC, together with any supplements thereto, **2015 2018** Edition, be and they are adopted by reference with the following amendments.

Section 105.2 is amended to read as follows:

105.2 Work exempt from permit. Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. This section will be amended as follows:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 144 square feet.
2. ~~Fences not over 7 feet in height.~~
3. 2. Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. 3. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
5. 4. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
6. 5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. 6. Temporary motion picture, television and theater stage sets and scenery.
8. 7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, are not greater than 5,000 gallons and are installed entirely above ground.
9. 8. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
10. 9. Swings and other playground equipment accessory to detached one and two family dwellings.
11. 10. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.
12. 11. Non-fixed and movable fixtures, cases and racks, counters and partitions not over 5 feet 9 inches in height.

Section 105.5 is amended to read as follows:

105.5 Expiration. If the work described in any building permit has not begun within one hundred eighty days from the date of issuance thereof, said permit shall expire. If the work described in any building permit has not been substantially completed within 18 months of the date of issuance thereof, said permit shall expire. Work on the project shall not proceed unless a new building permit has been obtained.

Section 109.2 is amended to read as follows:

109.2 Schedule of permit fees. On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with:

109.2.1 Table B building permit fees for other than single-family dwellings codified in chapter 19.14.150.

109.2.2 Plan Review Fees.

109.2.2.1 When submittal documents are required, a plan review fee shall be paid. Such plan review fee shall be sixty-five percent of the building permit fee as shown in Tables B and G-1.

109.2.2.2 The plan review fees specified in this section are separate fees from the permit fees specified in this section and are in addition to the permit fees.

109.2.2.3. When submittal documents are incomplete or change so as to require additional plan review or when the project involves phased approval, an additional plan review fee shall be charged at the rate shown in Table G-1 or B.

109.2.3. Table G-1 grading permit fees codified in chapter 19.14.160

109.2.4 Manufactured home. A building permit will be required before any manufactured home shall be permitted in the city. A fee of one hundred twenty-five dollars shall be charged for mobile homes placed in mobile home parks, one hundred ninety for single wide manufactured homes, three hundred dollars for double or triple wide manufactured homes placed outside of established manufactured home parks.

Section 109.4 is amended to read as follows:

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee equal to the amount of the permit fee required by this chapter and said fee shall be in addition to the required permit fees. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

Section 109.6 is amended to read as follows:

109.6 Refunds. The building official is authorized to establish a refund policy.

The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee no later than 180 days after the date of fee payment.

Section 113.1 is amended to read as follows:

113.1 General. In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of this code, and to hear any appeals hereunder, the Board of Adjustment of the City of Anacortes is hereby designated as the Board of Appeals. The Fire Chief of the City of Anacortes and the Building Official shall be non-voting, ex-officio members of said Board of Adjustment sitting as a Board of Appeals. and in order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180.

Section 3002.4 is amended to read as follows:

3002.4 Stretcher Requirements. In all structures four or more stories above grade plane or four or more stories below grade plane, and in all groups A, B, E, I, R1, R2, R4 and LC occupancies where elevators are installed, at least one elevator shall be provided for fire department emergency access to all floors. Such elevator car shall be provided with a minimum clear distance between walls or between walls and door including return panels, of not less than 86 inches by 54 inches (2184 mm by 1272 mm), and a minimum distance from wall to return panel of not less than 51 inches (1295 mm) with a 42-inch (1067 mm) side slide door, unless otherwise designed to accommodate an ambulance-type stretcher 86 inches (2184 mm) by 26 inches (660 mm) in the horizontal position. The elevator(s) shall be identified by the international symbol for emergency medical services (Star of Life). The symbol shall not be less than 3 inches (76 mm) and placed inside on both sides of the hoist way doorframe. The symbol shall be placed no lower than 78 inches (1981 mm) from the floor level or higher than 84 inches (2134 mm) from floor level.

Exception: Elevators serving only one dwelling unit.

In buildings where one elevator does not serve all floors, two or more elevators may be used.

19.14.035 Adoption of the International Residential Code.

The International Residential Code, published by the International Code Council, as adopted by the state of Washington 51-51 WAC, together with any supplements thereto, **2015 2018** Edition, be and they are adopted by reference with the following amendments.

Section R105.2 is amended to read as follows:

R105.2 Work exempt from permit. Permits shall not be required for the following. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Building:

1. One-story detached accessory structures, provided the floor area does not exceed 144 square feet.
2. **Fences not over 7 feet high.**
3. 2. Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. 3. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
5. 4. Sidewalks and driveways not more than 30 inches above adjacent grade and not over any basement or story below.
6. 5 Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. 6. Prefabricated swimming pools that are less than 24 inches deep.
8. 7. Swings and other playground equipment.
9. 8. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

Section R105.5 is amended to read as follows:

R105.5 Expiration. If the work described in any building permit has not begun within one hundred eighty days from the date of issuance thereof, said permit shall expire. If the work described in any building permit has not been substantially completed within 18 months of

the date of issuance thereof, said permit shall expire. Work on the project shall not proceed unless a permit renewal fee has been paid and a new permit issued. The renewal fee is half of the original building permit fee amount.

Section R108 is amended to read as follows:

Section R108. Fees.

R108.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

R108.1.1 Application Fees. Prior to submitting building plans for a single family residence, a deposit of two hundred (\$200.00) dollars shall be paid to the city building department which deposit is non-refundable.

R108.2 Schedule of permit fees. On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

R108.2.1 Building permit fee. Building permit fees for single family residential permit shall be as specified in Table B codified in chapter 19.14.150.

R108.2.2 Mechanical permit fees. The fees for mechanical work and gas piping shall be as specified in Table M-1 codified in chapter 19.14.170.

R108.2.3 Plumbing permit fees. The fees for plumbing work shall be as specified in Table P-1 codified in chapter 19.14.180.

R108.2.4 Plan review fees.

1. When submittal documents are required by section R106.1, a plan review fee shall be paid. Such plan review fee shall be sixty-five (65) percent of the building permit fee as specified in Table B.
2. The plan review fees specified in this section are separate fees from the permit fees specified in this section and are in addition to the permit fees.
3. When submittal documents are incomplete or change so as to require additional plan review or when the project involves phased approval as defined in section R106.3.3, an additional plan review fee shall be charged at the rate shown in Table B.

R108.3 Building permit valuations. Building permit valuation shall be based on the current Building Valuation Data Sheet issued by the International Code Council.

R108.4 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

Section R108.5 is amended to read as follows:

R108.5 Refunds. The building official is authorized to establish a refund policy.

The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee no later than 180 days after the date of fee payment.

Section R112.1 is amended to read as follows:

R112.1 General. In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of this code, and to hear any appeals hereunder, ~~the Board of Adjustment of the City of Anacortes is hereby designated as the Board of Appeals. The Fire Chief of the City of Anacortes and the Building Official shall be non-voting, ex-officio members of said Board of Adjustment sitting as a Board of Appeals. And in order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180.~~

Section R301 is amended as follows.

Table R301.2(1) The local values shall be as follows.

**TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

			SUBJECT TO DAMAGE FROM				WINTER DESIGN TEMP	ICE SHIELD UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
GROUND SNOW LOAD	WIND SPEED (mph)	SEISMIC DESIGN CATEGORY	Weathering	Frost line depth	Termite	Decay					
20	115	D1	Moderate	12	N-S	S-M	24	No	9/17/03	154	50

19.14.040 Adoption of International Mechanical Code.

The International Mechanical Code, ~~2015~~ 2018 Edition with amendments as adopted by the state of Washington as Chapter 51-52 WAC be and it is adopted by reference.

Section 106.5.2 is amended to read as follows:

106.5.2 Fee schedule. The fees for mechanical work shall be as indicated in Table M-1 codified in chapter 19.14.170.

Section 108.4 is amended to read as follows:

108.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be assessed a civil fine of not more than five hundred dollars (\$500.00) for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 108.5 is amended to read as follows:

108.5 Stop work orders. Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than five hundred dollars (\$500). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 109.2 is amended to read as follows:

109.2 Board of Appeals. Appeal Process In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of this code, and to hear any appeals hereunder, the Board of Adjustment of the City of Anacortes is hereby designated as the Board of Appeals. The Fire Chief of the City of Anacortes and the Building Official shall be non-voting, ex-officio members of said Board of Adjustment sitting as a Board of Appeals; and in order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180.

19.14.050 Adoption of International Code Property Maintenance Code.

The International Property Maintenance Code, 2015 2018 Edition published by the International Code Council is adopted by reference.

Section 205.1 111.1 is amended to read as follows:

Section 111.1 Application for Appeal Process, 111.2 Membership of Board. Appeal Process. 111.1 In order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, the Board of Adjustment for the City of Anacortes is hereby designated as the Board of Appeals hereunder. The Fire Chief and the Building Official shall be non-voting, ex-officio members of said Board of Adjustment when sitting as the Board of Appeals under this code. Appeals to the board shall be processed in accordance with provisions contained in Section 501 111.3-113.8 of this code.

In order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180.

19.14.060 Adoption of International Fire Code.

The International Fire Code 2015 2018 Edition, as adopted by the state of Washington as Chapters 51-54A including Appendices B, C, and only Sections D101, D102, D103.5, D103.6, D105, of Appendix D and Appendix J, is adopted by reference with the following amendments:

Section 108.4 109.1 is amended to read as follows:

Section 108.4 109.1 In order to determine the suitability of alternate materials and type of construction and in order to provide for final interpretation of the provisions of this code

and to hear appeals provided for hereunder, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180.

Section 503.6 105.7.13 is amended to read as follows.

Section 503.6 105.7.13 Security gates that hinder or prevent access to Fire Department or EMS agencies in any commercial occupancy, or property serving four (4) or more residential occupancies shall require an approved automatic opener activated by opticom and a secondary means to manually open the gate in the event of power failure.

Section 903.2 is amended to read as follows.

Section 903.2 Where Required. ~~Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in sections 903.21-903.2.12~~ Where required: Approved automatic sprinkler systems in new buildings and structures, including shell buildings, 4,800 square feet or greater and shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Shell buildings 4,800 square feet or greater shall be classified as a hazard group 2. This provision applies to both IBC and IRC structures.

Section 5704.2.14 is amended to read as follows.

Section 5704.2.14.3 The removal of underground storage tanks must be performed by, or directly supervised, by an individual certified by the International Code Council as and Underground Storage Tank Decommissioner or other approved certification.

19.14.070 Adoption of Uniform Plumbing Code and Uniform Plumbing Code Standards.

The Uniform Plumbing Code and Uniform Plumbing Code Standards, 2015 2018 Edition, as adopted by the state of Washington as Chapters 51-56 WAC, be and they are adopted.

Section 103.4 shall be amended as follows:

103.4 Permit Fees. Fees shall be assessed in accordance with the provisions of this section and as set forth in the fee schedule Table P-1 codified in chapter 19.14.180.

Section 104.3.2 shall be amended as follows:

103.4.2 104.3.2 Plan review Fees. When a plan or other data is required to be submitted by 103.2.4 104.3.1, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review fees for plumbing work shall be 65 percent of the Plumbing Permit fees as shown in Table P-1.

The plan review fees specified in this subsection are separate fees from the permit fees specified in this section and are in addition to the permit fees.

When plans are incomplete or changed so as to require additional review, a fee shall be charged at the rate shown in Table P-1.

19.14.085 Adoption of standards for manufactured home installation.

Installation of factory built housing and commercial structures, RCW 43.22.460, together with WAC 296-150C-0540, and the installation of

manufactured and mobile homes, RCW 43.22.440 and WAC 296-150M-0650.

19.14.090 International Energy Conservation Code

The International Energy Conservation Code, ~~2015~~ 2018 Edition, for residential and commercial, published by the International Code Council, together with supplements and amendments thereto, per Chapters 51-11R and 51-11C WAC.

19.14.110 Administrative authority.

The building code of the city shall be administered and enforced by the building official of the city. The building official of the city or his designee shall be deemed to be the authority charged with enforcement as defined in Section 104 of the International Building Code, Section 103 of the International Mechanical Code, Section 103 of the International Fuel Gas Code. The building official or his designee shall also be deemed the “authority having jurisdiction,” as such term is defined in Section ~~402~~ 103 of the Uniform Plumbing Code, for the purpose of enforcing and administering the provisions of the Uniform Plumbing Code.

19.14.120 Unlawful acts.

It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, cause the same to be done, contrary to or in violation of any of the provisions of this chapter and the codes adopted by reference.

19.14.130 Violation—Penalty.

Notwithstanding the provisions of Section ~~113~~ 114 of the International Building Code, Section 113 of the International Residential Code, Section 108 of the International Mechanical Code, Section 108 of the International Fuel Gas Code, Section ~~109~~ 110 of the International Fire Code, , Part I, Section ~~102.3~~ 106.3 of the Uniform Plumbing Code, any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted and upon conviction of any such violation such persons shall be punishable by a fine of not more than five hundred dollars.

ORDINANCE NO. 3081

AN ORDINANCE AMENDING ANACORTES MUNICIPAL CODE CHAPTER 19.14, BUILDING CODE, RELATING TO THE ADOPTION OF CURRENT EDITIONS OF INTERNATIONAL BUILDING, RESIDENTIAL, AND OTHER CODES AND AMENDING CERTAIN SECTIONS.

WHEREAS, the Washington State Legislature adopted the International Building Code, the International Residential Code, the International Mechanical Code, the Uniform Plumbing Code, and the International Fire Code, and directed that the State Building Code Council adopt these codes as a part of the state building code; and

WHEREAS, the State Building Code Council adopted the 2018 editions of such codes in all Washington cities; and

WHEREAS, the City Council has determined that adoption of the 2018 code editions with certain local amendments is in the public interest; and

WHEREAS, the City Council has determined that the fees for building permits should not be adjusted at this time and remain as shown in Section 19.14.150 AMC;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The City Council hereby adopts Attachment A amending Anacortes Municipal Code Sections, 19.14.010, 19.14.020, 19.14.025, 19.14.030, 19.14.035, 19.14.040, 19.14.050, 19.14.060, 19.14.070, 19.14.085, 19.14.090, 19.14.110, 19.14.120, 19.14.130, 19.14.150, 19.14.160, 19.14.170, 19.14.180.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and the ordinance shall take effect and be in full force five days after the date of publication.

PASSED AND APPROVED by the Anacortes City Council this 25th day of January, 2021

CITY OF ANACORTES, WASHINGTON

By _____
Laurie Gere, Mayor

ATTEST:

Steve Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

Appendix A

(Ordinance No. 3081)

Chapter 19.14 International Codes

Note to Chapter 19.14

19.14.010 Short title.

19.14.020 Purpose.

19.14.025 Adoption.

19.14.030 Adoption of the International Building Code.

19.14.035 Adoption of the International Residential Code.

19.14.040 Adoption of International Mechanical Code.

19.14.050 Adoption of the International Property Maintenance Code

19.14.060 Adoption of International Fire Code.

19.14.070 Adoption of Uniform Plumbing Code and Uniform Plumbing Code Standards.

19.14.085 Adoption of standards for manufactured home installation.

19.14.090 Adoption of International Energy Efficiency Code.

19.14.110 Administrative authority.

19.14.120 Unlawful acts.

19.14.130 Violation—Penalty.

19.14.150 Permit fee schedule.

19.14.160 Grading fees.

19.14.170 Mechanical permit fees

19.14.180 Plumbing permit fees.

19.14.025 Adoption.

The following codes are hereby adopted by reference, subject to modifications and/or amendments hereinafter set forth in this chapter.

- A. International Building Code, 2018 Edition, published by the International Code Council, together with all supplements thereto, including the 2018 International Existing Building Code, International Building Code Appendix E and ICC A117.1-2009(Washington State Amendments); International Building Code Appendix B, Appendix C, Appendix E, Appendix G and Appendix J; International Existing Building Code Appendix A; mandated state amendments and subject to the modifications set forth by the state of Washington in Chapter 51-50 WAC;
- B. International Residential Code, 2018 Edition, published by the International Code Council, together with all supplements thereto, International Residential Code Appendices F, G and R and subject to the modifications set forth by the state of Washington in chapter 51-51 WAC;
- C. International Fire Code, 2018 Edition; Appendices B, C, D, and K.
- D. International Mechanical Code, 2018 edition, published by the International Code Council, together with all supplements thereto; and subject to the modifications set forth by the state of Washington in Chapter 51-52 WAC;
- E. Uniform Plumbing Code, 2018 Edition, published by the International Association of Plumbing and Mechanical Officials, together with all supplements and amendments thereto, and subject to the modifications set forth by the state of Washington in Chapters 51-56 and 51-57 WAC, Appendices Chapter A, Chapter B and Chapter I; provided, that Chapters 12 and 15 are not adopted; provided further, that those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in Chapter 5 and those portions addressing building sewers are not adopted.
- F. International Fuel Gas Code, 2018 Edition, published by the International code Council, together with standards NFPA 58 and NFPA 54;
- G. International Property Maintenance Code, 2018 Edition; published by the International Code Council, is adopted by reference;
- H. International Energy Conservation Code, 2018 Edition, for residential and commercial, published by the International Code Council; together with supplements and amendments thereto, per Chapters 51-11R and 51-11C WAC.
- I. Installation of factory built housing and commercial structures, RCW 43.22.460, together with WAC 296-150C-0540, and the installation of manufactured and mobile homes, RCW 43.22.440 and WAC 296-150M-0650;
- J. In case of conflict among the codes numerated in subsections A through I of this section, the first named code shall govern over those following.
- K. Fire District. Within that area north of the north line of 22nd Street lying between the east line of O Avenue and the west line of Q Avenue, any new building or portion of a building hereafter subject to alteration or repair shall be of Type V-A (1-hour fire-resistive) construction minimum.
- L. For the purpose of determining valuation for issuance of building permits and charging building permit fees, the current building valuation data published in the Building Safety Journal by International Code Council shall be utilized.
- M. Prior to submitting building plans for a single-family residence, a deposit of two hundred dollars shall be paid to the city building department which deposit is nonrefundable.

19.14.030 Adoption of International Building Code:

The International Building Code, published by the International Code Council, as adopted by the state of Washington 51-50 WAC, together with any supplements thereto, 2018 Edition, be and they are adopted by reference with the following amendments.

Section 105.2 is amended to read as follows:

105.2 Work exempt from permit. Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. This section will be amended as follows:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 144 square feet.
2. Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
3. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
4. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
6. Temporary motion picture, television and theater stage sets and scenery.
7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, are not greater than 5,000 gallons and are installed entirely above ground.
8. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
9. Swings and other playground equipment accessory to detached one and two family dwellings.
10. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.
11. Non-fixed and movable fixtures, cases and racks, counters and partitions not over 5 feet 9 inches in height.

Section 105.5 is amended to read as follows:

105.5 Expiration. If the work described in any building permit has not begun within one hundred eighty days from the date of issuance thereof, said permit shall expire. If the work described in any building permit has not been substantially completed within 18 months of the date of issuance thereof, said permit shall expire. Work on the project shall not proceed unless a new building permit has been obtained.

Section 109.2 is amended to read as follows:

109.2 Schedule of permit fees. On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with:

109.2.1 Table B building permit fees for other than single-family dwellings codified in chapter 19.14.150.

109.2.2 Plan Review Fees.

109.2.2.1 When submittal documents are required, a plan review fee shall be paid. Such plan review fee shall be sixty-five percent of the building permit fee as shown in Tables B and G-1.

109.2.2.2 The plan review fees specified in this section are separate fees from the permit fees specified in this section and are in addition to the permit fees.

109.2.2.3. When submittal documents are incomplete or change so as to require additional plan review or when the project involves phased approval, an additional plan review fee shall be charged at the rate shown in Table G-1 or B.

109.2.3. Table G-1 grading permit fees codified in chapter 19.14.160

109.2.4 Manufactured home. A building permit will be required before any manufactured home shall be permitted in the city. A fee of one hundred twenty-five dollars shall be charged for mobile homes placed in mobile home parks, one hundred ninety for single wide manufactured homes, three hundred dollars for double or triple wide manufactured homes placed outside of established manufactured home parks.

Section 109.4 is amended to read as follows:

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee equal to the amount of the permit fee required by this chapter and said fee shall be in addition to the required permit fees. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

Section 109.6 is amended to read as follows:

109.6 Refunds. The building official is authorized to establish a refund policy.

The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee no later than 180 days after the date of fee payment.

Section 113.1 is amended to read as follows:

113.1 General. In order to determine the suitability of alternate materials and methods of construction and in order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180.

Section 3002.4 is amended to read as follows:

3002.4 Stretcher Requirements. In all structures four or more stories above grade plane or four or more stories below grade plane, and in all groups A, B, E, I, R1, R2, R4 and LC occupancies where elevators are installed, at least one elevator shall be provided for fire department emergency access to all floors. Such elevator car shall be provided with a minimum clear distance between walls or between walls and door including return panels,

of not less than 86 inches by 54 inches (2184 mm by 1272 mm), and a minimum distance from wall to return panel of not less than 51 inches (1295 mm) with a 42-inch (1067 mm) side slide door, unless otherwise designed to accommodate an ambulance-type stretcher 86 inches (2184 mm) by 26 inches (660 mm) in the horizontal position. The elevator(s) shall be identified by the international symbol for emergency medical services (Star of Life). The symbol shall not be less than 3 inches (76 mm) and placed inside on both sides of the hoist way doorframe. The symbol shall be placed no lower than 78 inches (1981 mm) from the floor level or higher than 84 inches (2134 mm) from floor level.

Exception: Elevators serving only one dwelling unit.

In buildings where one elevator does not serve all floors, two or more elevators may be used.

19.14.035 Adoption of the International Residential Code.

The International Residential Code, published by the International Code Council, as adopted by the state of Washington 51-51 WAC, together with any supplements thereto, 2018 Edition, be and they are adopted by reference with the following amendments.

Section R105.2 is amended to read as follows:

R105.2 Work exempt from permit. Permits shall not be required for the following. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Building:

1. One-story detached accessory structures, provided the floor area does not exceed 144 square feet.
2. Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
3. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
4. Sidewalks and driveways not more than 30 inches above adjacent grade and not over any basement or story below.
5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
6. Prefabricated swimming pools that are less than 24 inches deep.
7. Swings and other playground equipment.
8. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

Section R105.5 is amended to read as follows:

R105.5 Expiration. If the work described in any building permit has not begun within one hundred eighty days from the date of issuance thereof, said permit shall expire. If the work described in any building permit has not been substantially completed within 18 months of the date of issuance thereof, said permit shall expire. Work on the project shall not proceed unless a permit renewal fee has been paid and a new permit issued. The renewal fee is half of the original building permit fee amount.

Section R108 is amended to read as follows:

Section R108. Fees.

R108.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

R108.1.1 Application Fees. Prior to submitting building plans for a single family residence, a deposit of two hundred (\$200.00) dollars shall be paid to the city building department which deposit is non-refundable.

R108.2 Schedule of permit fees. On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

R108.2.1 Building permit fee. Building permit fees for single family residential permit shall be as specified in Table B codified in chapter 19.14.150.

R108.2.2 Mechanical permit fees. The fees for mechanical work and gas piping shall be as specified in Table M-1 codified in chapter 19.14.170.

R108.2.3 Plumbing permit fees. The fees for plumbing work shall be as specified in Table P-1 codified in chapter 19.14.180.

R108.2.4 Plan review fees.

1. When submittal documents are required by section R106.1, a plan review fee shall be paid. Such plan review fee shall be sixty-five (65) percent of the building permit fee as specified in Table B.
2. The plan review fees specified in this section are separate fees from the permit fees specified in this section and are in addition to the permit fees.
3. When submittal documents are incomplete or change so as to require additional plan review or when the project involves phased approval as defined in section R106.3.3, an additional plan review fee shall be charged at the rate shown in Table B.

R108.3 Building permit valuations. Building permit valuation shall be based on the current Building Valuation Data Sheet issued by the International Code Council.

R108.4 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

Section R108.5 is amended to read as follows:

R108.5 Refunds. The building official is authorized to establish a refund policy.

The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee no later than 180 days after the date of fee payment.

Section R112.1 is amended to read as follows:

R112.1 General. In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of this code, and to hear any appeals hereunder, and in order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180.

Section R301 is amended as follows.

Table R301.2(1) The local values shall be as follows.

**TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

			SUBJECT TO DAMAGE FROM				WINTER DESIGN TEMP	ICE SHIELD UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
GROUND SNOW LOAD	WIND SPEED (mph)	SEISMIC DESIGN CATEGORY	Weathering	Frost line depth	Termite	Decay					
20	115	D1	Moderate	12	N-S	S-M	24	No	9/17/03	154	50

19.14.040 Adoption of International Mechanical Code.

The International Mechanical Code, 2018 Edition with amendments as adopted by the state of Washington as Chapter 51-52 WAC be and it is adopted by reference.

Section 106.5.2 is amended to read as follows:

106.5.2 Fee schedule. The fees for mechanical work shall be as indicated in Table M-1 codified in chapter 19.14.170.

Section 108.4 is amended to read as follows:

108.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be assessed a civil fine of not more than five hundred dollars (\$500.00) for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 108.5 is amended to read as follows:

108.5 Stop work orders. Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than five

hundred dollars (\$500). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 109.2 is amended to read as follows:

109.2. Appeal Process. In order to determine the suitability of alternate materials and methods of construction, and in order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180.

19.14.050 Adoption of International Code Property Maintenance Code.

The International Property Maintenance Code, 2015 2018 Edition published by the International Code Council is adopted by reference.

Section 111.1 is amended to read as follows:

Section 111.1 Appeal Process. In order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180.

19.14.060 Adoption of International Fire Code.

The International Fire Code 2018 Edition, as adopted by the state of Washington as Chapters 51-54A including Appendices B, C, and only Sections D101, D102, D103.5, D103.6, D105, of Appendix D and Appendix J, is adopted by reference with the following amendments:

Section 109.1 is amended to read as follows:

Section 109.1 In order to determine the suitability of alternate materials and type of construction and in order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180.

Section 105.7.13 is amended to read as follows.

Section 105.7.13 Security gates that hinder or prevent access to Fire Department or EMS agencies in any commercial occupancy, or property serving four (4) or more residential occupancies shall require an approved automatic opener activated by opticom and a secondary means to manually open the gate in the event of power failure.

Section 903.2 is amended to read as follows.

Section 903.2 Where Required. Where required: Approved automatic sprinkler systems in new buildings and structures, including shell buildings, 4,800 square feet or greater and shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Shell buildings 4,800 square feet or greater shall be classified as a hazard group 2. This provision applies to both IBC and IRC structures.

Section 5704.2.14 is amended to read as follows.

Section 5704.2.14.3 The removal of underground storage tanks must be performed by, or directly supervised, by an individual certified by the International Code Council as and Underground Storage Tank Decommissioner or other approved certification.

19.14.070 Adoption of Uniform Plumbing Code and Uniform Plumbing Code Standards.

The Uniform Plumbing Code and Uniform Plumbing Code Standards, 2018 Edition, as adopted by the state of Washington as Chapters 51-56 WAC, be and they are adopted.

Section 103.4 shall be amended as follows:

103.4 Permit Fees. Fees shall be assessed in accordance with the provisions of this section and as set forth in the fee schedule Table P-1 codified in chapter 19.14.180.

Section 104.3.2 shall be amended as follows:

104.3.2 Plan review Fees. When a plan or other data is required to be submitted by 104.3.1, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review fees for plumbing work shall be 65 percent of the Plumbing Permit fees as shown in Table P-1.

The plan review fees specified in this subsection are separate fees from the permit fees specified in this section and are in addition to the permit fees.

When plans are incomplete or changed so as to require additional review, a fee shall be charged at the rate shown in Table P-1.

19.14.085 Adoption of standards for manufactured home installation.

Installation of factory built housing and commercial structures, RCW 43.22.460, together with WAC 296-150C-0540, and the installation of manufactured and mobile homes, RCW 43.22.440 and WAC 296-150M-0650.

19.14.090 International Energy Conservation Code

The International Energy Conservation Code, 2018 Edition, for residential and commercial, published by the International Code Council, together with supplements and amendments thereto, per Chapters 51-11R and 51-11C WAC.

19.14.110 Administrative authority.

The building code of the city shall be administered and enforced by the building official of the city. The building official of the city or his designee shall be deemed to be the authority charged with enforcement as defined in Section 104 of the International Building Code, Section 103 of the International Mechanical Code, Section 103 of the International Fuel Gas Code. The building official or his designee shall also be deemed the "authority having jurisdiction," as such term is defined in Section 103 of the Uniform Plumbing Code, for the purpose of enforcing and administering the provisions of the Uniform Plumbing Code.

19.14.120 Unlawful acts.

It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, cause the same to be done, contrary to or in violation of any of the provisions of this chapter and the codes adopted by reference.

19.14.130 Violation—Penalty.

Notwithstanding the provisions of Section 114 of the International Building Code, Section 113 of the International Residential Code, Section 108 of the International Mechanical Code, Section 108 of the International Fuel Gas Code, Section 110 of the International Fire Code, , Part I, Section 106.3 of the Uniform Plumbing Code, any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted and upon conviction of any such violation such persons shall be punishable by a fine of not more than five hundred dollars.



City Council Contract Agenda Bill

Meeting Date: 1/25/2021 **Agenda Item:** 5b

Subject: Contract Award – Wastewater Treatment Plant Outfall - Design #20-032-SEW-007

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 \$991,523.18 to HDR Engineering, Inc. to perform the final design of the outfall, including both the onshore and offshore portions of the outfall, along with investigations to support the outfall design for the Wastewater Treatment Plant Outfall project. The following tasks are included in this scope of services: Project Management, Survey and Base Mapping, Geotechnical Services, Outfall Final Design, Permitting Support, and Engineering Services during Construction.

Background:

1. **History:** The City is proceeding ahead with the design and construction of a new wastewater treatment plant outfall and improvements to replace ageing infrastructure. The new outfall pipe will also increase discharge of treated sewage to the new outfall. This scope of services covers final design of the outfall, including both the onshore and offshore portions of the outfall, along with investigations to support the outfall design.
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$991,523.18.
 - The period of performance under this Agreement is through December 31, 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 [18-179-SEW-001](#) for the Sanitary Sewer Storage Study – Phase 1 Planning-10% Design at the [12/17/18](#) Council meeting. Contract [20-032-SEW-001](#) with Dalton, Olmsted & Fuglevand, Inc. was executed on 4/16/20, and [Modification 01](#) for the contract was approved at the [10/26/20](#) Council meeting. Contract [20-032-SEW-002](#) for HDR to perform the Pre-Design Phase 2 work was approved at the [2/3/20](#) Council meeting. Contract [20-032-SEW-003](#) for Widener and Associates to provide permitting services was also approved at the [2/3/20](#) Council meeting.

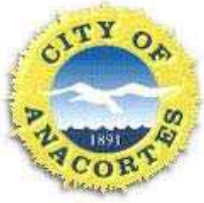
Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-032-SEW-007 with HDR Engineering, Inc. in the amount of \$991,523.18 to perform the Wastewater Treatment Plant Outfall - Design.

Alternative Actions: Not award the contract

Attachments: Contract 20-032-SEW-007

Contractor	HDR Engineering, Inc.
Contract Amount	\$991,523.18
Earmarked Funds	\$1,450,000.00
BARS #	440.000.594.35.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/21



AGREEMENT 20-032-SEW-007
Between
THE CITY OF ANACORTES
and
HDR ENGINEERING, INC.

WASTEWATER TREATMENT PLANT OUTFALL - DESIGN

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 final design of the outfall, including both the onshore and offshore portions of the outfall, along with investigations to support the outfall design for the Wastewater Treatment Plant Outfall 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. **COVID-19 Safety Requirements Compliance.** The Consultant, and its sub-Consultants of any tier, agree to comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State as it may relate to City of Anacortes projects.
 3. **Price.** The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed **Nine Hundred Ninety-One Thousand Five Hundred Twenty-Three Dollars and Eighteen Cents (\$991,523.18)**. Payment terms are set forth in Article 4, Payment Terms.
 4. **Period of Performance.** The period of performance under this Agreement is through December 31, 2021.
 5. **Payment Terms.** Progress payments for work shall be made according to the billing rates as listed in Exhibit B, which is hereby made a part hereof and incorporated by reference.
 6. **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 –
 - a) of the acceptability of any subcontract terms or conditions;
 - b) of the allowability of any cost under this Agreement; or
 - c) 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.
7. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Consultant's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

8. **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, 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.

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

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

11. **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.

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 Contract or out of the use of any material furnished or work or services performed hereunder, Consultant shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

13. **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.

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

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

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

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

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

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

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

G. Verification of Coverage: The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured 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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

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

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

22. **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.

23. 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.

24. 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.

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

26. 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.

27. 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.

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

29. **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.

30. **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.

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

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

33. **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

CONSULTANT:

HDR Engineering, Inc.
Eric C. M. Bergstrom, P.E.
929 108th Avenue NE, Suite 1300
Bellevue, WA 98004

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

By _____

Date _____

Title _____

Date _____

CONTRACT 20-032-SEW-007
Exhibit A

City of Anacortes
Wastewater Treatment Plant Outfall
Final Design and Construction

Scope of Services

January 2021



929 108th Avenue NE
Suite 1300
Bellevue, WA 98004
(425) 450-6200



**929 108th Avenue NE
Suite 1300
Bellevue, WA 98004
(425) 450-6200**

Table of Contents

Task 2100 Project Management (HDR)	1
Objective	1
Consultant Services	2
Client Responsibilities	2
Assumptions	2
Deliverables	2
Task 2200 Survey and Base Mapping (DEA)	3
Subtask 2230 – Remote Operated Vehicle (ROV) Inspection, Sediment Sampling and Follow Up Surveying	3
Objective	3
Consultant Services	3
Client Responsibilities	3
Assumptions	3
Deliverables	3
Task 2300 Geotechnical Services (Geo)	4
Objective	4
Subtask 2340 – Supplemental Geotechnical Explorations	4
Consultant Services	4
Client Responsibilities	4
Assumptions	4
Deliverables	4
Subtask 2350 – Geophysical Investigations	5
Consultant Services	5
Client Responsibilities	5
Assumptions	5
Deliverables	5
Task 3600 Outfall Final Design	5
Subtask 3610 Offshore Outfall Final Design (CME)	5
Objective	5
Consultant Services	5
Client Responsibilities	7
Assumptions	7
Deliverables	7
Subtask 3620 Onshore Outfall (HDR)	7
Objective	7
Consultant Services	7
Client Responsibilities	10
Assumptions	10

Deliverables	10
Subtask 3630 – Geotechnical Final Design Support (Geo)	10
Consultant Services	10
Client Responsibilities	10
Assumptions	10
Deliverables	10
Subtask 3800 Permitting Support (HDR/CME)	11
Objective	11
Consultant Services	11
Client Responsibilities	11
Assumptions	11
Deliverables	12
Subtask 4000 Engineering Services During Construction (HDR, CME, Geo)	12
Objective	12
Subtask 4010 Marine Outfall Construction (CME)	12
Consultant Services	12
Client Responsibilities	12
Assumptions	12
Deliverables	12
Subtask 4020 Upland Outfall Construction (HDR, Geo)	13
Consultant Services	13
Client Responsibilities	13
Assumptions	13
Deliverables	13

EXHIBIT A

SCOPE OF SERVICES

Background

The City of Anacortes' (City) is proceeding ahead with the design and construction of a new wastewater treatment plant outfall and improvements to increase discharge of treated and untreated combined sewage to the new outfall. This scope of services covers final design of the outfall, including both the onshore and offshore portions of the outfall, along with investigations to support the outfall design.

Services under this scope will be provided by a variety of consultants directly contracted through HDR. The primary firms included in this work include:

- HDR Engineering, Inc. (HDR) – Prime
- Cosmopolitan Marine Engineering (CME) – Subconsultant
 - Bright Engineering Inc (BEI) – Subconsultant to CME
- David Evans and Associates, Inc. (DEA) – Subconsultant
- GeoEngineers Inc. (Geo) – Subconsultant

In addition, the City has contracted with other consultants to provide assistance in the completion of the project. These include:

- Dalton, Olmsted and Fuglevand (DOF) – Project execution
- Widener Associates (WA) – Permitting

While HDR is the Prime and point of contact for this work, the firm responsible for specific tasks is indicated in the title of each task in this scope of work.

Scope of Services

The following tasks are included in this scope of services:

Task 2100 Project Management

Task 2200 Survey and Base Mapping

Task 2300 Geotechnical Services

Task 3600 Outfall Final Design

Task 3800 Permitting Support

Task 4000 Engineering Services during Construction

Task 2100 Project Management (HDR)

Objective

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

Consultant Services

1. Prepare a Project Management Plan (Project Guide) 1 outlining the project scope, team organization, schedule, and communications information
2. Coordinate and manage the project team (including subconsultants)
3. Prepare monthly status reports describing the following:
 - a. Services completed during the month
 - b. Services planned for the next month
 - c. Needs for additional information
 - d. Scope/schedule/budget issues
 - e. Schedule update and financial status summary
4. Prepare monthly invoices formatted in accordance with contract terms
5. Attend project management meetings with the client Project Manager to review project scope, schedule, and budget issues.
6. Quality assurance – Complete quality assurance management review to monitor project execution.
7. Attend a project kickoff meeting

Client Responsibilities

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

Assumptions

1. Project management meetings will be held once a week by telephone call during the first 4 months and then reducing to once every 2 weeks. Duration of the meetings are assumed to be 1 hour each, with a maximum of 40 total meetings.
2. The duration of this phase of the project is 1.5 years.
3. No in person project status and review meetings are anticipated.
4. Invoices will be HDR standard invoice format.
5. Expense backup will not be provided with invoices but will be available for review at HDR.
6. HDR has a reasonable right to rely on data provided to the HDR team needed for analysis, deliverables or recommendations (note: applies to all tasks).
7. HDR is responsible for the overall quality and will review (quality assurance) each deliverable provided by members of the team as subconsultants. Each subconsultant shall perform their own Quality Control (QC) and provide documentation upon request.

Deliverables

1. Project Management Plan (Project Guide) will be available to the City upon request (PDF format), to include health and safety plan (HDR and any subconsultant field work).

-
2. Monthly reports and invoices (one copy with invoice, PDF format).
 3. Monthly project schedule and budget updates (PDF format).

Task 2200 Survey and Base Mapping (DEA)

Subtask 2230 – Remote Operated Vehicle (ROV) Inspection, Sediment Sampling and Follow Up Surveying

Objective

Supplement the offshore hydrographic survey with a remote operated vehicle (ROV) inspection of the proposed marine outfall alignment and provide services to collect sediment samples along the alignment.

Consultant Services

1. Provide a marine ROV inspection of the proposed outfall alignment.
2. Sample sediment per direction of DOF staff representatives.
3. Provide a hillshade image along the proposed outfall alignment based on multibeam data collected during the hydrographic survey.
4. Provide a Department of Natural Resources (DNR) lease map to be used in the final City lease for the new outfall.
5. Expand the project survey to include portions of the project along 4th Avenue adjacent to the wastewater treatment plant.
6. Survey boring locations along 3rd Street and U Avenue.
7. Perform up to 16 pothole excavations to identify the depth to utilities along the outfall alignment.

Client Responsibilities

1. None.

Assumptions

1. The ROV inspection and sediment sampling was previously authorized by the City (Eric Shjarback) via email on October 4, 2020.
2. The hillshade image will cover a strip approximately 30 feet wide along the outfall alignment.
3. The DNR lease map will meet DNR requirements.

Deliverables

1. ROV images along the outfall alignment (PDF format) with key map identifying location of photos.
2. Hill shade image along the outfall alignment (PDF format) with identification of significant features that could potentially impact construction.
3. DNR lease map (PDF format).
4. Survey information incorporated into the project survey.

Task 2300 Geotechnical Services (Geo)

Objective

Provide additional geotechnical services and investigations to supplement the design of the proposed outfall.

Subtask 2340 – Supplemental Geotechnical Explorations

Consultant Services

1. Provide and monitor up to 15 rock borings extending up to 40 feet below adjacent grades at 50 feet spacing along the proposed outfall alignment. This includes both upland and marine borings.
2. Evaluate the rock borings to determine a more detailed bedrock surface and relative competency.
3. Prepare rock boring logs and prepare a rock profile based on the information, as appropriate.
4. Perform laboratory testing on selected samples. Testing may include moisture content, grain size distribution, Atterberg limits, abrasivity and unconfined compression tests, as appropriate for materials.
5. Conclusions and recommendations will be incorporated into work products under the tasks in the original contract.
6. Discuss and coordinate new boring locations with the project team and the City.

Client Responsibilities

1. Provide permits to conduct near shore borings.
2. City shall review and provide timely, consolidated (conflict-resolved) comments on deliverables within 10 business days.

Assumptions

1. Boring/coring locations are accessible by truck mounted drilling equipment.
2. The drilling services for the upland rock borings will be subcontracted to GeoEngineers.
3. Drilling services for the marine borings will be contracted by others.
4. No concrete cutting will be required.
5. The supplemental geotechnical investigations were previously authorized by the City (Eric Shjarback) via email on October 27, 2020.

Deliverables

1. Information collected during these investigations will be incorporated into Draft and Final Geotechnical Data Report (PDF format) under the previous contract.
2. Information will be incorporated into the Draft and Final Geotechnical Design Technical Memorandum (PDF format) under the previous contract.

Subtask 2350 – Geophysical Investigations

Consultant Services

1. Provide geophysical survey along the proposed outfall alignment to determine the depth to rock interface. Electrical resistivity tomography (ERT) is planned for the offshore portion of the study and seismic refraction is planned for the upland portion of the study.
2. Discuss findings with the project team.
3. Conclusions and recommendations will be incorporated into work products under the tasks in the original contract.

Client Responsibilities

1. None.

Assumptions

1. The geophysical investigations were previously authorized by the City (Eric Shjarback) via email on June 16, 2020.

Deliverables

1. Information collected during these investigations will be incorporated into the Draft and Final Geotechnical Data Report (PDF format).
2. Information will be incorporated into the Draft and Final Geotechnical Design Technical Memorandum (PDF format) under the previous contract.

Task 3600 Outfall Final Design

Subtask 3610 Offshore Outfall Final Design (CME)

Objective

The following tasks will provide engineering services to prepare final design documents based on the results of the predesign services and the mixing zone study that were completed in Tasks 2400 and 2600 of the Outfall Predesign contract. This design covers marine portion from manhole currently shown in preliminary design drawings at approximately station 17+00 extending waterward.

Consultant Services

1. Conduct a marine pipeline stability evaluation
 - a. Review geotechnical evaluation report, hydrographic reports and ROV inspection.
 - b. Establish design criteria and approach for slope stability risk.
 - c. Establish design criteria and approach for sliding resistance and overturning in bottom lay sections.
 - d. Establish compliance with HDPE stability criteria in buried sections.
2. Develop the final design of the marine outfall
 - a. Establish HDPE pipeline size, class and wall thickness.

-
- b. Finalize alignment and profile.
 - c. Detail pipe joints.
 - d. Detail diffuser section.
 - e. Detail end structure.
 - f. Design bedding foundation systems.
 - g. Design pipe anchor systems (layout and spacing).
 - h. Design pipe anchors (buried and bottom lay sections).
 - i. Design other restraint systems (as needed).
 - j. Design shoreline restoration consistent with overall project mitigation.
3. Provide final design drawings and specifications. Nine (9) drawings are assumed including:
- a. Cover and general sheets – 3 drawings
 - b. Alignment and profile – 1 drawing
 - c. Trench excavation, sheeting, bedding and backfill sections – 1 drawing
 - d. Details including pipe connections and terminus – 1 drawing
 - e. Pipeline anchors and anchor details - 2 drawings
 - f. Diffuser structure – 1 drawing
4. Develop final specifications:
- a. Review and edit Division 00 specification provided by the City with emphasis on contractor quals, bid schedule and marine requirements
 - b. Review and edit Division 01 specifications including:
 - 1) 01010 Summary of Work
 - 2) 01012 Reference Material
 - 3) 01014 Milestones and Constraints
 - 4) 01062 Permits and Easements (Widener lead)
 - 5) 01063 Health and Safety
 - 6) 01410 Construction Testing and Inspection
 - c. Prepare Division 02 specifications including:
 - 1) 02050 Demolition and Disposal
 - 2) 02060 Contaminated Soil Handling and Disposal (DOF lead)
 - 3) 02160 Excavation Support and Trestle Systems (BEI lead)
 - 4) 02200 Earthwork
 - 5) 02628 HDPE Outfall Pipe
 - d. Prepare Division 03 specifications including:
 - 1) 03400 Precast Concrete Anchors and Accessories (BEI lead)

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- e. Prepare Division 05 specifications, if required, including:
 - 1) 05500 Metal Fabrications
 - f. Prepare Division 13 specifications including:
 - 1) 13110 Cathodic Protection Systems
 - g. Prepare Division 15 specifications, if required, including:
 - 1) 15060 Auger Anchors
5. Conduct one review workshop to review 90% design submittal.

Client Responsibilities

- 1. City shall review and provide timely, consolidated (conflict-resolved) comments on deliverables within 10 business days.
- 2. Opinion of probable construction cost (OPCC) based on the detailed design documents will be prepared by the City's subconsultant, DOF.
- 3. Attend 90% submittal review workshop.

Assumptions

- 1. Specification numbers shown will be updated to current Construction Specification Institute (CSI) 6 digit, 50 division format.
- 2. All meetings will be held remotely via video conferencing. Meetings will be attended by CME, HDR PM and 1 other HDR staff. Meetings will require 1 hour for PM, 2 hours for the other HDR staff, including meeting preparation, attendance, follow-up, and notes.

Deliverables

- 1. 90% design submittal (PDF format).
- 2. 100% (Issue for Bid) design submittal (PDF format).

Subtask 3620 Onshore Outfall (HDR)

Objective

Provide design of the upland or onshore segments of the outfall between the wastewater treatment plant and the connection to the marine outfall.

Consultant Services

- 1. Complete the design of the wastewater treatment plant outfall in accordance with the conclusions of the preliminary design. This includes approximately 1,700 feet of 48-inch upland outfall pipe along with surface restoration.
- 2. Evaluate the construction impacts for both existing utilities and roadway/surface to determine affected existing facilities throughout the pipeline routing.
- 3. Discuss with City staff to determine if partial or full roadway restoration activities will be required due to the specific construction impacts. This will likely result in a series of different restoration conditions depending on which street and how the pipeline and subsequent trenching/rock blasting activities reside within the street prism.

4. Work with City staff to determine traffic control requirements and accessibility for residents adjacent to the construction activities.
5. Provide a brief memorandum documenting the roadway construction impacts and street improvements.
6. Develop plans to reflect the construction of the final upland outfall improvements including:
 - a. Cover sheet and general drawings (3 drawings)
 - b. Survey/base map drawings (6 drawings)
 - c. Hydraulic profile and design criteria (1 drawing)
 - d. Overview and key map (1 drawing)
 - e. Site preparation and temporary erosion and sedimentation control plans and details (6 drawings)
 - f. Traffic control plans (5 drawings)
 - g. Roadway restoration (5 drawings)
 - h. Roadway typical section plan (1 drawing)
 - i. Roadway details (up to 4 drawings)
 - j. Outfall plan and profile drawings (5 drawings)
 - k. Outfall pipeline detail sheets (up to 5 drawings)

Total estimated drawings - 42 drawings.

7. Develop specifications for a complete contract package of the upland outfall pipeline. A preliminary list of specifications are listed below.

Number	Title
<i>Division 00 – Procurement and Contracting Requirements</i>	
00 01 07	Seals and Signatures
00 11 13	Invitation to Bid
00 21 13	Instructions to Bidders
00 21 14	Bidder's Checklist
00 35 00	State of Washington Prevailing Wage Requirements
00 41 13	Proposal
00 43 16	Surety Bid Bond Form
00 44 00	Information Required of Bidder
00 44 10	Proposed Subcontractors
00 45 10	Anti-Discrimination Certificate
00 45 15	Contractor's Non-Collusion and Debarment Affidavit
00 45 20	Executive Order 11246 Compliance Statement
00 52 13	Contract
00 61 13	Performance Bond
00 61 14	Payment Bond
00 62 00	Notice of Award Letter
00 63 00	Notice to Proceed
00 64 00	Notice of Substantial Completion
00 64 10	Notice of Final Completion

00 72 13	General Conditions (EJCDC C-700—2018)
00 73 00	Supplementary Conditions to EJCDC General Conditions C700
Division 01 – General Requirements	
01 11 00	Summary of Work
01 22 00	Measurement and Payment (Unit Price Contracts)
01 25 13	Product Substitutions
01 29 73	Schedule of Values
01 29 76	Progress Payment Procedures
01 30 00	Special Conditions
01 32 16.02	Construction Progress Schedule
01 33 00	Submittals
01 35 05	Environmental Protection and Special Controls
01 51 05	Temporary Utilities
01 62 00	Product Options
01 65 50	Product Delivery, Storage, and Handling
01 71 14	Mobilization and Demobilization
01 71 23	Field Engineering
01 77 19	Closeout Procedures
01 78 39	Project Record Documents
Division 02 – Existing Conditions	
02 41 00	Demolition
Division 31 – Earthwork	
31 22 00	Site Grading
31 23 17	Rock Excavation
31 23 19	Dewatering
31 23 33	Trenching, Backfilling, and Compacting for Utilities
31 25 00	Soil Erosion and Sediment Control
Division 32 – Exterior Improvements	
32 12 16	Asphaltic Concrete Vehicular Paving
32 13 13	Concrete Pavement
32 15 40	Crushed Stone Surfacing
32 16 13	Concrete Curb and Gutter
32 16 23	Concrete Sidewalks and Steps
Division 33 – Utilities	
33 05 15	Precast Concrete Utility Structures
33 05 16	Precast Concrete Manhole Structures
33 05 37	Centrifugally Cast Fiberglass-Reinforced Polymer Mortar Utility Pipe
33 11 13	Water Main Construction
33 31 11	Gravity Sewer Pipeline and Manhole Construction

8. Conduct three review workshops to review 60%, 75% and 90% design submittals.

Client Responsibilities

1. City shall review and provide timely, consolidated (conflict-resolved) comments on deliverables within 10 business days.
2. Opinion of probable construction cost (OPCC) based on the detailed design documents will be prepared by the City's subconsultant, DOF.
3. Attend 65%, 75%, and 90% submittal review workshop.

Assumptions

1. Specifications will be based on the City of Anacortes Clearwell project.
2. All meetings will be held remotely via video conferencing. Meetings will be attended by HDR PM and 1 other HDR staff. Meetings will require 1 hour for PM, 2 hours for the other HDR staff, including meeting preparation, attendance, follow-up, and notes.

Deliverables

1. 60% design submittal (drawings only) (PDF format).
2. 75% design submittal (PDF format).
3. 90% design submittal (PDF format).
4. 100% (Issue for Bid) design submittal (PDF format).

Subtask 3630 – Geotechnical Final Design Support (Geo)

Consultant Services

1. Team collaboration and meetings.
2. Rock blasting and trench excavation consultation and recommendations, including pre-blast surveys/videos and blast-induced vibrations. Preparation and/or review of rock blasting specifications
3. Geotechnical consultation during final design, including preparation of any addenda.

Client Responsibilities

1. None.

Assumptions

1. Work under this task will be on a time and materials basis with an allowance of \$9000 for Geo Engineers to provide assistance during the design.

Deliverables

1. Contract specification for rock blasting.

Subtask 3800 Permitting Support (HDR/CME)

Objective

The City will need to acquire permits for the construction of the new outfall. The preparation and acquisition of permits will be provided by Widener Associates, with information provided by the design team.

Consultant Services

1. Describe construction methods as necessary to support Joint Aquatic Resource Permit Application (JARPA) and Biological Evaluation (BE):
 - a. Offsite fabrication and towing.
 - b. Onshore and offshore construction staging.
 - c. Typical trench sections (shored and without shoring).
 - d. Trestle construction (as needed).
 - e. Excavated material handling and disposal requirements (DOF lead).
 - f. Bedding, backfill and final cover aggregate gradation, quantities and placement methods.
 - g. Outline turbidity controls.
 - h. Outline other water quality controls.
 - i. Outline spill prevention, containment and countermeasure plan requirements.
 - j. Estimated construction duration.
2. Calculate impact areas and earthwork quantities for JARPA and BE.
3. Prepare figures and project descriptions to support JARPA and BE.
4. Identify project mitigation opportunities, per direction by WA staff.

Client Responsibilities

1. Submit and track the permit applications and monitor status for the following:
 - a. Local permits and SEPA compliance
 - b. DNR aquatic lands easement applications.
 - c. Biological Assessment (BA).
 - d. Joint Aquatic Resources Permit Application (JARPA).

Assumptions

1. The City is contracting a separate permitting consultant, Widener Associates, to prepare, submit and track permits.
2. The proposal falls under the authority of the USACE through their administration of the Clean Water Act and the Rivers and Harbors Act. The project will require a USACE Section 10 permit required for work in navigable waters. Section 401 of the Clean Water Act (water quality certification) is administered by the Department of Ecology. This task

will assemble all of the required permit application materials for submittal to the federal agencies and tribes through the Corps of Engineers.

3. Eelgrass/macroalgae survey and report will be prepared by the City's permitting consultant.

Deliverables

1. Descriptions and calculations related to construction activities (PDF format).
2. Figures for the JARPA and BE (PDF format).

Subtask 4000 Engineering Services During Construction (HDR, CME, Geo)

Objective

Provide Engineering services during construction (SDCs) the City during the construction of the various elements of the project including the outfall pipeline (offshore and onshore segments).

Subtask 4010 Marine Outfall Construction (CME)

Consultant Services

1. During bidding and contract award:
 - a. Respond to questions by potential contractors.
 - b. Review qualifications submittals.
 - c. Review bid tabulations.
2. During construction:
 - a. Review and respond to Division 02, 03, 05, 13 and 15 submittals (with special emphasis on controlled submergence pipeline deployment plan)
 - b. Respond to contractor requests for information (RFIs).
3. Provide onsite observation during the controlled submergence of the marine outfall.

Client Responsibilities

1. Construction management and routine construction observation.

Assumptions

1. The City is contracting DOF to execute the onsite construction management activities.
2. Services for CME under this task will be based on time and materials plus expenses with a fee not to exceed \$65,000.

Deliverables

1. Review comment on submittals.
2. Responses to contractor requests for information.

Subtask 4020 Upland Outfall Construction (HDR, Geo)

Consultant Services

1. During bidding and contract award:
 - a. Respond to questions by potential contractors.
 - b. Review qualifications submittals.
 - c. Review bid tabulations.
2. During construction:
 - a. Review submittals.
 - b. Respond to contractor requests for information (RFIs).
3. Provide a maximum 3 onsite visits for HDR staff during construction.
4. Provide a maximum 10 onsite visits for Geo staff during construction.

Client Responsibilities

1. Construction management and routine construction observation.

Assumptions

1. The City is contracting DOF to execute the onsite construction management activities.
2. Services under this task based on time and materials plus expenses with a fee not to exceed \$80,000 for HDR.
3. Services under this task based on time and materials plus expenses with a fee not to exceed \$26,000 for Geo.
- 4.

Deliverables

1. Review comment on submittals.
2. Responses to contractor requests for information.
3. Notes of observations during site visits during construction.

Schedule

The preliminary schedule for the project is as follows:

Milestones	Date
Notice to Proceed	January 10, 2021
Task 3610 - 90% Design	January 19, 2021
Task 3610 - 100% Design	March 8, 2021
Task 3620 - 60% Pipeline Drawings Design	January 29, 2021
Task 3620 - 75% Design	March 5, 2021
Task 3620 - 90% Design	April 2, 2021
Task 3620 - 100% Design	April 30, 2021

CONTRACT 20-032-SEW-007

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.

The fee estimate for the scope of services described in Exhibit A is shown in the table below. HDR may adjust the distribution of compensation between individual tasks of the work noted herein to be consistent with services actually rendered.

		HDR Labor		Subconsultant			
Task	Description	Labor	Expenses	CME	DEA	Geo	Total*
2100	Project Management	\$83,815.32	\$100.00				\$83,915.32
2200	Surveying	\$3,103.28	\$0		\$98,000.00		\$104,043.28
2300	Geotechnical Services	\$7,700.08	\$0			\$72,800.00	\$82,684.08
3600	Outfall Final Design	\$264,408.84	\$500.00	\$225,000.00		\$9,000.00	\$505,928.84
3800	Permitting Support	\$14,929.60	\$0	\$25,000.00			\$40,679.60
4000	Services During Construction	\$79,542.06	\$1,000.00	\$65,000.00		\$26,000.00	\$174,272.06
Total Fee							\$991,523.18

- Includes markup for subconsultants.

LABOR ESTIMATE, HDR ENGINEERING STAFF

City of Anacortes: Anacortes WWTP Outfall Final Design Ph.3

																			Total Labor Hours	Total Labor Dollars
		Bergstrom, Eric C	Pisano, Kenneth H	Petia, Colleen M	Pietra, Dan L	Ansley, Rachel Ireland	Lee, Christine	Applegate, David W	Perkins, Gregory L	Simmons, Erik Alley	Schmidt, Adam	Proctor, Frank D Jr.	Johnson, Andrew Michele	Skinner, Mason J	Parenteau, Trevor	Kayes, Justin D	Royal, Stephanie (Salary)			
Project Role	Billing Rate	Project Manager	Project Engineer	Project Engineer	Quality Control	EIT Sanitary	Project Controller	Engineer Consultant	Principal in Charge	Project Engineer	CAD Technician	Maritime Market Sector Leader	Project Coordinator	Senior Civil Engineer	CAD Technician	Civil Design Lead	MOT Traffic Engineer			
HDR Job Title		PJM P.M.310 Proj. Manager Engineering Sr	ESA ESA100 EIT Sanitary	ESA ESA200 Engineer Sanitary	PJM P.M.410 Project Principal Engineering	ESA ESA100 EIT Sanitary	FIN FIN210 Project Accountant 1	ESA ESA300 Engineer Sanitary Sr	PJM P.M.310 Project Manager Engineering Sr	ESA ESA200 Engineer Sanitary	TEC TEC030 Technician General 3	MOT MOT1100 Section Manager Team Leader	ADM ADM510 Project Support Specialist	EO EO300 Engineer Civil Sr	BM BM210 BM Specialist Civil 1	ETR ETR200 Engineer Transportation	ETR ETR200 Engineer Transportation			
Direct Rates		103.88	48.93	58.34	108.99	37.52	34.88	85.18	79.77	73.89	47.37	92.89	30.90	57.94	25.01	54.82	46.70			
2100	Project Management	128	4	0	12	0	42	60	8	0	0	16	24	0	0	36	0	330	\$ 63,815.32	
	1.1 Project Setup	8					2											10	\$ 2,881.32	
	1.2 Project Mgmt Plan / Quality Mgmt Plan / HASP	4											24					26	\$ 3,702.80	
	1.3 Coordination and Monitoring	24																24	\$ 7,978.08	
	1.4 Invoicing / Status Reporting / EV / WorkPlan	20					24											44	\$ 9,311.92	
	1.5 Subconsultant Management	20					16											36	\$ 8,424.08	
	1.6 Project Closeout	4																4	\$ 1,329.68	
	1.7 PM Meetings	40																40	\$ 13,296.80	
	1.8 PARR and Mgmt Review	4	4		12				8			8					36	\$ 10,541.20		
	1.9 QA/QC	4						60				8					108	\$ 26,348.44		
2200	Surveying	8	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	12	\$ 3,103.28	
	2220 ROV Inspection, sampling and surveying	8					4											12	\$ 3,103.28	
2300	Geotechnical Services	16	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0	32	\$ 7,709.08	
	2340 Supplemental Explorations	8		4			4											16	\$ 3,850.04	
	2350 Geophysical Survey	8		4			4											16	\$ 3,850.04	
3600	Outfall Final Design	100	348	240	16	80	16	0	0	0	320	0	160	296	124	0	20	1612	\$ 254,400.84	
	3610 Marine Outfall Design	20	120	40							120		60					360	\$ 56,982.40	
	3620 Upland Outfall Design	80	120	200	16	80	16				200		100	296	124		20	1252	\$ 207,728.44	
	3630 Geotechnical Support																	0	\$ -	
3800	Permitting Support	20	0	20	0	0	0	0	0	0	30	0	0	0	0	0	0	70	\$ 14,929.60	
	3800 Permitting Support	20		20							30							70	\$ 14,929.60	
4000	Services During Construction	40	100	160	8	16	8	0	0	0	80	0	0	44	22	0	0	442	\$ 79,542.06	
	4010 Marine Outfall Construction																	0	\$ -	
	4020 Upland Outfall Construction	40	100	160		16					80			44	22			442	\$ 79,542.06	
Task Total Hours		312.00	344.00	428.00	28.00	96.00	70.00	60.00	8.00	0.00	410.00	16.00	184.00	340.00	146.00	36.00	20.00	2498.00		
Task Total Fee		\$ 103,715.04	\$ 52,872.80	\$ 79,903.32	\$ 9,757.44	\$ 11,525.76	\$ 7,768.60	\$ 16,354.80	\$ 2,042.08	\$ -	\$ 62,147.80	\$ 4,745.76	\$ 18,193.92	\$ 63,039.40	\$ 12,151.58	\$ 6,292.08	\$ 2,988.80		\$ 453,499.18	

SUBCONSULTANTS

City of Anacortes: Anacortes WWTP Outfall Final Design Ph 3

		Cosmopolitan Marine Engineering	David Evans and Associates	GeoEngineers	Total Subconsultants	Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS						3.00%	
2100	Project Management						
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2200	Surveying						
	Task Total	\$0.00	\$98,000.00	\$0.00	\$98,000.00	\$2,940.00	\$100,940.00
2300	Geotechnical Services						
	Task Total	\$0.00	\$0.00	\$72,800.00	\$72,800.00	\$2,184.00	\$74,984.00
3600	Outfall Final Design						
	Task Total	\$225,000.00	\$0.00	\$9,000.00	\$234,000.00	\$7,020.00	\$241,020.00
3800	Permitting Support						
	Task Total	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$750.00	\$25,750.00
4000	Services During Construction						
	Task Total	\$65,000.00	\$0.00	\$26,000.00	\$91,000.00	\$2,730.00	\$93,730.00
Total Subconsultants		\$ 315,000.00	\$ 98,000.00	\$ 107,800.00	\$ 520,800.00	\$ 15,624.00	\$ 536,424.00



City Council Contract Agenda Bill

Meeting Date: 1/25/2021 **Agenda Item:** 5c

Subject: Contract Award – F4 Basin Modeling 2020 #20-223-STM-002

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by: Darcy Swetnam, City Attorney
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Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$173,994.00 to Skillings, Inc. to provide engineering design services for the storm conveyance upsize in the lower portion of the F4 Drainage Basin. The City of Anacortes partnered with the Samish Indian Nation to determine stormwater conveyance needs within the F4 Drainage Basin. A solution to correct all of the deficiencies has been determined. This contract will allow for the project to be surveyed, designed and make bid ready.

Background:

1. **History:** The Samish Indian Nation is constructing Cottage Housing on 34th Street, east of D Avenue. The Samish Indian Nation has offered to upsize the downstream system of the F4 Basin to allow for Flow Control Exemption in this basin. This contract will be reimbursed by an upcoming Samish Tribe Interlocal agreement.
2. **Key Terms:**
 - Work will be performed for a firm fixed price of \$173,994.00.
 - The period of performance is through 7/31/21.
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: Contract [20-223-STM-001](#) with Gray & Osborne Inc. to collect data and prepare a model for the project was fully executed on 12/2/20. Their technical memorandum is attached.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 20-223-STM-002 with Skillings, Inc. in the amount of \$173,994.00 to perform the F4 Basin Modeling - Design.

Alternative Actions: Not award the contract

Attachments: Gray & Osborne Inc. Technical Memorandum, Contract 20-223-STM-002

Contractor	Skillings, Inc.
Contract Amount	\$173,994.00
Earmarked Funds	\$440,000.00
BARS #	445.770.594.31.60
Budget Amendment Required?	No
Start Date	Inception
End Date	7/31/21

TECHNICAL MEMORANDUM

TO: STEVE LANGE, SENIOR ENGINEERING
TECHNICIAN
FROM: KERRI SIDEBOTTOM, P.E.
STACEY CLEAR, P.E.
DATE: NOVEMBER 30, 2020
SUBJECT: BASIN F4 STORMWATER MODELING
ANALYSIS
CITY OF ANACORTES, SKAGIT COUNTY,
WASHINGTON
G&O #20411.19

INTRODUCTION

Per the City's current Stormwater Comprehensive Plan, the downstream system of Basin F4 is undersized. Numerous developments upstream would be allowed a flow control exemption if this surcharging condition was remedied. One developer, in particular (Samish Cottages), is willing to pay for the revisions to the downstream system in order to provide a flow control exemption for their property located at 34th Street and D Avenue. The City has agreed to allow the developer to replace the undersized system and has requested Gray & Osborne model the area to determine the appropriate size of pipe that is needed in the vicinity of 32nd Street east of R Avenue. The following specific tasks have been requested from the City:

- Review the size of pipe needed for the surcharged pipes near 32nd Street and R Avenue, adding 50 percent to account for groundwater.
- Determine if the Horizon Heights pond can be taken offline for flow control purposes (yet kept for water quality) if the downstream system near 32nd Street and R Avenue is replaced.
- Review the size of pipe needed along 34th Street from R Avenue to O Avenue, adding 50 percent to account for groundwater.

The following memorandum provides analysis of these issues as further described herein.



Technical Memorandum – Basin F4 Stormwater Modeling Analysis
November 30, 2020

MODELING SETUP

The initial step to the analysis involved recreating the stormwater model as the previous model was done using MIKE URBAN software which was no longer available to Gray & Osborne. The City had previously provided their storm system data in GIS, which includes pipe sizes, lengths, and invert elevations as well as rim elevations of catch basins. This data was used to build the hydraulic model in XPStorm, a SWMM-based modeling program. The main along 32nd Street and T Avenue was modeled starting at the furthest upstream end of the main near D Avenue down to the outfall to Fidalgo Bay near the marina (see Figure 1). The main along 34th Street and R Avenue was also modeled. In order to be conservative, no detention facilities were included in the modeling, assuming that these facilities may not be maintained in the future and would be in constant overflow mode.

Subbasins were previously delineated in the Stormwater Comprehensive Plan. The 60 subbasins that make up Basin F4 were input to the model as well as the upstream basin outside of city limits contributing to Basin F4. These basins were developed in GIS by determining grade breaks using topographic data as well as using the City's collection system GIS data to determine the direction of flow within the conveyance system in each subbasin. Subbasins range in size from under 2 acres to over 63 acres within Basin F4, though the average size is approximately 13 acres. The entire Basin F4 covers approximately 771 acres. Upstream of Basin F4, there are approximately 590 acres that are mostly forested. The majority of runoff from this basin contributes to Ace of Hearts Creek. The time of concentration for this basin is so long that the basin's impact to the existing storm system during the peak of a 24-hour storm is negligent.

Land cover within each basin was determined in GIS using zoning designations (see Table 1 and Figure 1). The maximum amount of impervious cover allowed by the City's/County's zoning code was assumed in order to simulate the buildout level of development that may occur within the basin.



TABLE 1
Impervious Surface Coverage

Zoning Code	Zoning Designation	Maximum Impervious Cover	Minimum Mandated Landscaping
P	Public	100%	None
I	Industrial	90%	10%
C	Commercial	90%	10%
CM	Commercial Marine	85%	15%
R4A	High-Density Residential	50%	20%
R3	High-Density Residential	50%	20%
R1	Low-Density Residential	35%	20%

It is assumed that any additional area aside from the maximum impervious cover and minimum required landscaping area will be composed of open space or less-manicured pervious area.

The time of concentration was determined for each subbasin using the Kinematic Wave method, which requires the following equation and input parameters:

$$t_c = 0.93 \left(\frac{L^{0.6} n^{0.6}}{i^{0.4} S^{0.3}} \right)$$

Where:

- L = length of overland flow (ft)
- S = average catchment slope (ft/ft)
- i = rainfall intensity (in/hr)
- n = surface roughness
 - Concrete or Asphalt – 0.010 to 0.013
 - Bare Sand – 0.010 to 0.016
 - Graveled Surface – 0.012 to 0.030
 - Bare Clay-Loam Soil (eroded) – 0.012 to 0.033
 - Sparse Vegetation – 0.053 to 0.130
 - Short-Grass Prairie – 0.100 to 0.200
 - Lawns – 0.170 to 0.480

The flow path length and slope were determined using GIS topography data and basin polygons. The 25-year rainfall event of 2.5 inches per day was used throughout the



Technical Memorandum – Basin F4 Stormwater Modeling Analysis
November 30, 2020

modeling. Surface roughness for each type of assumed land cover was selected based on the typical ranges noted above.

For the basins located further away from the modeled portion of the storm system, an additional amount of travel time was added to account for travel through the conveyance system to the modeled main. This was similarly determined using the City's storm GIS data, and the velocity of flow was estimated using the pipe length and slope to determine a travel time from the subbasin to the modeled main.

A standard SCS Type IA hydrograph was used to determine the runoff from each subbasin over a 24-hour duration with a timestep of 6 minutes. The model first calculates runoff from each subbasin, then it loads this flow to the specified location along the modeled main. At the request of the City, a safety factor of 1.5 was applied to the calculated 25-year runoff flow to account for anticipated groundwater seepage. The modeled improvements assume that the 25-year storm must be contained within the pipe with no surcharging above the pipe crown at the time of peak flow.

The full basin peak flow to the outfall is calculated at 160 cfs, including a 50 percent factor of safety.

MODELING PARAMETERS SUMMARY

A number of parameters are input to the model to calculate runoff and determine system capacity. A summary is included in Table 2 below.



Technical Memorandum – Basin F4 Stormwater Modeling Analysis
November 30, 2020

TABLE 2
Modeling Input Summary

Parameter	Value	Rationale
Rainfall Recurrence Interval	25-year storm, 2.5 in/day ⁽¹⁾	Standard for conveyance analysis
Runoff Safety Factor	150%	Requested by City
Manning's Roughness Coefficient	0.013	Conservative value to reflect roughness of concrete pipes
Landscaping Curve Number	87	Moderately maintained lawn or landscaped area over Type C soils
Other Pervious Area Curve Number	75	Moderately well-covered, non-maintained pervious area over Type C soils
Impervious Area Curve Number	98	Standard for impervious area
Time of Concentration Method	Kinematic Wave	Reasonable method for moderately sized basins (flow paths over 300 ft, but basin area smaller than 1 sq mile)
Kinematic Wave Roughness	Impervious Area: 0.012 Landscaping: 0.25 Other Pervious Area: 0.4	Typical parameters provided above

(1) Source: NOAA Atlas 2, Volume IX – Washington.

MODELED SCENARIOS

Two scenarios were modeled: the existing scenario and an improved scenario.

Existing Scenario Model

The existing system was first modeled to determine which pipes are insufficient for the modeled flow. Most pipes along 32nd Street have sufficient capacity for the 25-year flow (plus an additional 50 percent contingency factor). As shown on Figure 1, the portion of the main east of R Avenue is overcapacity, as is the portion of the main along T Avenue from 32nd Street to 28th Street.

Surcharging to the surface occurs within these deficient mains at the time of peak flow. The model indicates ponding at a number of manholes. The flow out of the outfall in this



Technical Memorandum – Basin F4 Stormwater Modeling Analysis
November 30, 2020

scenario is only 82 cfs, indicating that much of the 160 cfs peak flow through the pipes is lost upstream via surcharging to the surface.

Improved Scenario Model

The deficient pipes were modeled with larger-diameter pipes laid at the existing slope to improve system capacity. The required pipe replacements are listed below in Table 3 and are shown on Figure 2.

TABLE 3
Recommended Pipe Improvements

Location	Existing Pipe Size (in.)	Necessary Pipe Size⁽¹⁾ (in.)	Length (ft)
32 nd Street from R Avenue to T Avenue	30	42	717
T Avenue from 32 nd Street to 28 th Street	24/42	48	1,197
34 th Street from Commercial Avenue to R Avenue	8	12/24	687/48
R Avenue from 34 th Street to 32 nd Street	27	36	590

(1) Assumes no allowable surcharging above the pipe. Pipes were sized to contain 150 percent of the anticipated basin flow to account for groundwater concerns.

The replacement pipes allow for the 25-year storm (plus 50 percent contingency factor) to be fully contained within the pipes with no surcharging. It appears these pipes will have sufficient cover but this should be verified during the design process. With the recommended pipe sizes shown in Table 3, the full peak flow of 160 cfs is anticipated to pass through the system to the outfall.

SUMMARY

The following summarizes the analysis results related to modeling Basin F4:

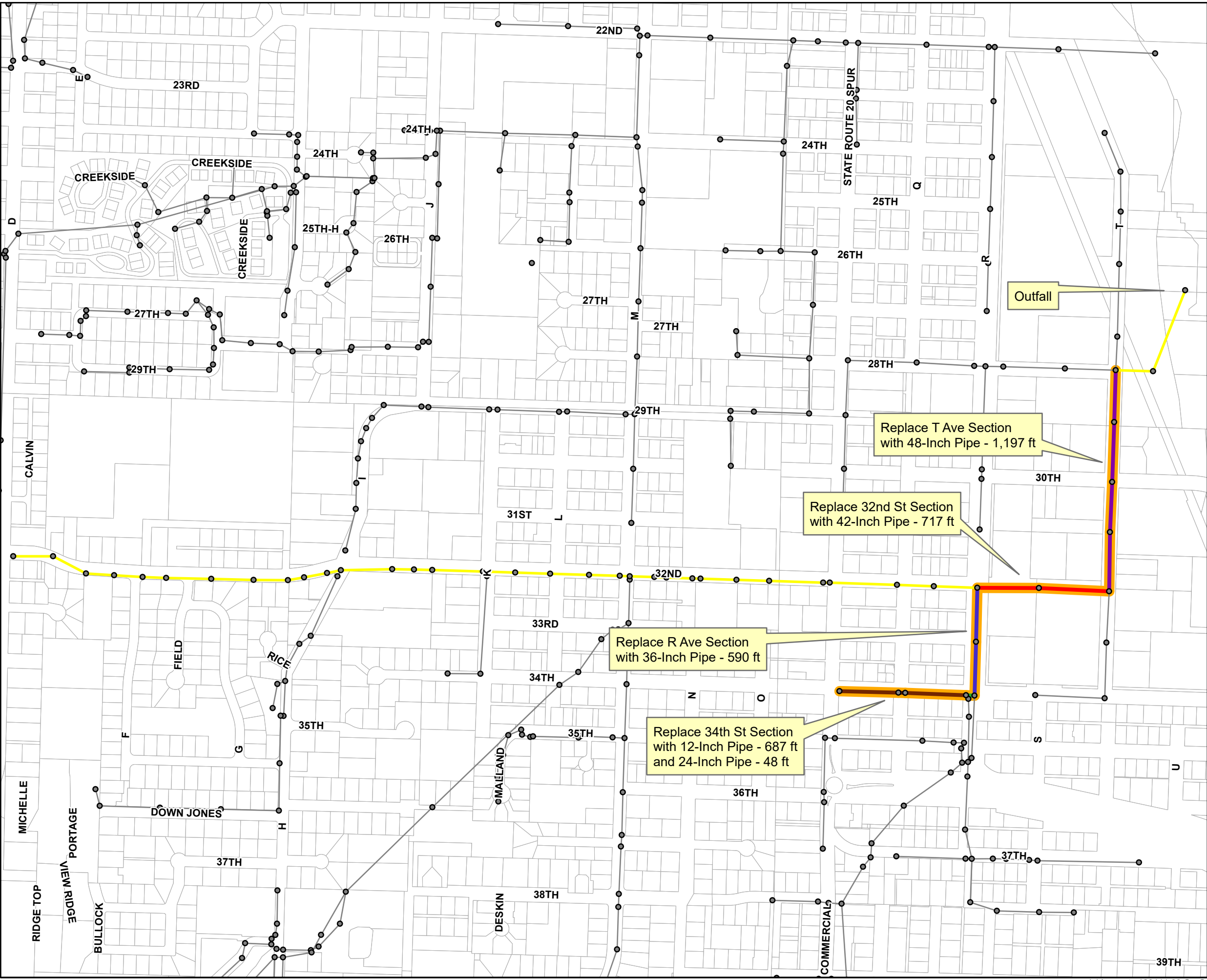
- Surcharged pipes near 32nd Street and R Avenue:
 - Install 720 linear feet of 42-inch pipe along 32nd Street from R Avenue to T Avenue.
 - Install 1,200 linear feet of 48-inch pipe along T Avenue from 32nd Street to 28th Street.



Technical Memorandum – Basin F4 Stormwater Modeling Analysis
November 30, 2020

- Horizon Heights detention pond:
 - With the replacement of the pipes in 32nd Street and T Avenue, the Horizon Heights pond can be taken offline for flow control (but kept for water quality purposes). Any future development draining to the 32nd Street pipes can be flow control-exempt as the downstream system will be entirely manmade and non-surcharging.
- Surcharged pipes near 34th Street from R Avenue to O Avenue:
 - Install 690 linear feet of 12-inch pipe and 50 linear feet of 24-inch pipe on 34th Street from Commercial Avenue to R Avenue.
 - Install 590 linear feet of 36-inch pipe on R Avenue from 34th Street to 32nd Street.

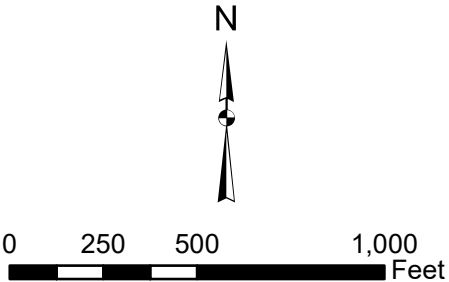
It is our understanding that the City is interested in installing the new pipes recommended above while keeping the existing pipes in service as a means to maintain service connections, avoid bypass pumping, and provide additional storage beyond the 50 percent modeled. Assuming utility conflicts are not present, this would be an acceptable method to provide ease of construction while also ensuring redundancy within the storm system.



Legend

- Recommended Pipe Replacement
- Pipe Improvement Diameter
 - 12-inch
 - 24-inch
 - 36-inch
 - 42-inch
 - 48-inch
- Storm Structure
- Modeled Pipe
- Non-modeled Storm Pipes
- Parcel

Source: City GIS data



CITY OF ANACORTES
F4 BASIN MODELING
FIGURE 2
PIPE RECOMMENDATIONS





AGREEMENT 20-223-STM-002

Between THE CITY OF ANACORTES AND SKILLINGS, INC.

F4 BASIN MODELING 2020 - DESIGN

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

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall provide engineering design services for the storm conveyance upsize in the lower portion of the F4 Drainage Basin, as detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof. Work shall be performed under the direction of the City's Project Manager, Steve Lange, who may be reached at (360) 299-1983 or email stevel@cityofanacortes.org.

2. **COVID-19 Safety Requirements Compliance.** The Consultant, and its sub-Consultants of any tier, agree to comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State as it may relate to City of Anacortes projects.

3. **Price and Payment Terms.** The services provided under this Agreement shall be for a firm fixed price of **One Hundred Seventy-Three Thousand Nine Hundred Ninety-Four Dollars (\$173,994.00)**. Payments shall be made in accordance with attached Exhibit B-2.

4. **Period of Performance.** The period of performance is from inception through July 31, 2021.

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

7. **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 **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.

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

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

10. **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.

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

12. **Defense and Indemnity Agreement.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

13. **General and Professional Liability Insurance.**

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

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

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

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

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

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

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

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

G. Verification of Coverage: 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.

14. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the 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.

15. **Inspection.** The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute the Consultant may appeal to the City Attorney, whose decision shall be final. 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.

16. **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

17. **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.

18. **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.

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

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

21. **Right to Terminate Agreement.**

A. Termination for Default: If the Consultant defaults by failing to perform any of the obligations of the Agreement 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.

22. **Changes/Additional Work.** The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions

are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Consultant to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

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

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

25. **Covenant Against Contingent Fees.** The Consultant warrants that 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.

26. **Disputes**

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

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

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

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

27. **Force Majeure.** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written

notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City

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

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

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

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

32. **Notices.** 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

CONSULTANT:

Skillings, Inc
Thomas E. Skillings, PE
5016 Lacey Boulevard S.E.
PO Box 5080
Lacey, WA 98503

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

SKILLINGS, INC

By _____
Laurie Gere, Mayor

By _____

Date _____

Title _____

Date _____

CONTRACT 20-223-STM-002

EXHIBIT A

SCOPE OF WORK

Prepared for:

CITY OF ANACORTES

32ND STREET AND T AVENUE STORM DRAIN IMPROVEMENTS

December 11, 2020

Introduction

The City of Anacortes (City) Stormwater Basin F-4, is experiencing surcharges in some of the main trunk lines during the 25-year storm events, limiting the system's capacity. The City commissioned Gray and Osborne to model the F-4 Basin to determine the pipe size required to eliminate the surcharging of the system using a 25-year event with an assumed 50% additional capacity. The modeling found the existing storm line on T Avenue, from 28th Street to 32nd Street; 32nd Street between T Avenue and R Avenue; and on R Avenue between 32nd Street need to be upsized. The anticipated improvements will consist of the following:

- Approximately 1,200 LF of 48" storm drain along T Ave. between 32nd St. and 28th St.
- Approximately 720 LF of 42" storm drain along 32nd St. between R Ave. and T Ave.
- Approximately 590 LF of 36" storm drain along R Ave. between 32nd St. and 34^h St.
- The City desires to provide cross-connection between the new storm line and the existing line to provide additional capacity and redundancy in the storm drain system.
- There is an existing 8-inch Asbestos Cement watermain located in the center of T Avenue. The City desires to abandon this AC water main, in place. There are three (3) known services lines connected to the existing AC main which will need to be reconnected to a parallel water main located on the west side of T Avenue.

The City has selected Skillings, Inc. (Skillings) to provide engineering design services for the project. The objective of the work effort outlined in this scope of work is to prepare the plans, specifications, and engineer's estimate of probable cost to construct each of the improvements listed above.

Assumptions:

- The City will provide as-built drawings of the existing storm, water, and sanitary utility systems within the project limits.
- Skillings can rely on the City's consultant, Gray and Osborne's recommended line sizes and no further calculations or modeling will be required by Skillings for this project.
- The City will obtain Rights of Entry that may be necessary for entry onto any private property.

Skillings will provide the services for the tasks listed below:

TASK 100	PROJECT MANAGEMENT
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Project Management includes day-to-day coordination and management of the project so that adequate resources are made available and the design schedule and budget are consistent with the contract documents.

Assumptions:

- Correspondence with the client will be through MS Teams meetings, emails, and or phone calls.

- It is assumed there will be 6 Team conferences status/plan review meetings with the City (over-the-shoulder review).
- It is assumed the work will have a duration of four months from the notice to proceed.
- Bid, Add and Award support and Construction Contract Administration are not included in this Scope of Work. This work will be added upon completion of the design phase and may be added with a supplement.
- GeoTest, Inc. will provide geotechnical investigation and design recommendations as a subconsultant to Skillings. GeoTest's scope of service is included as an attachment to this Scope of Work for reference.

Tasks:

1. Schedule, coordinate, and attend up to four (8) phone meetings with the City of Anacortes.
2. Provide monthly invoices with Earned Value Reports and Progress Reports.
3. Schedule, coordinate, and attend Teams conferences with the City to review project design elements with an Over-The-Shoulder review (OTS).
4. Provide ongoing project management including Principal Quality Assurance and Quality Control (QA/QC) of all deliverables.
5. Provide Coordination with Geotechnical Engineer.

Deliverables:

- Monthly invoices and earned value reports and progress reports
- Meeting minutes from client coordination meetings.
- Meeting Minutes
- Scope of work for the next phase(s)

TASK 200	TOPOGRAPHIC SURVEY
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Project Assumptions:

- There is sufficient existing survey control to efficiently establish the requested work.
- The project topographic map will be prepared in AutoCAD v.2018 format, or latest version.
- City will provide right of entry for areas outside of City right-of-way.
- City will provide horizontal and vertical datum control points and requirements. If the City does not provide specific horizontal and vertical datum requirements, the determination will be made by Skillings.
- This Scope of Work does not include establishment of reference points or recovery of impacted monuments. Should impacted monuments be found during completion of the project, re-establishment of monuments or reference points will be considered additional work.
- Locate horizontal and vertical position of improvements generally within the right-of-way.
- Private owner parcel lines will be shown per Skagit County GIS and not surveyed.
- Project limits: (Within the existing right of way lines) – See attached Survey Exhibit map.
 - T Street - beginning 50 feet north of the intersection with 28th Street then south approximately 1,200 feet to a point 50 feet south of 32nd Street.
 - Easement over vacated 32nd Street approximately 650 feet.
 - Intersection of 32nd Street, extending 100-ft West plus the IEs of the first up-stream catch basins/manhole and R Street extending 50 feet in each direction.
 - R Avenue from 32nd to 34th.

- Topographic Survey will include:
 - o Edge of existing pavement and as-built centerlines.
 - o Curb & Gutter
 - o Sidewalks
 - o Trees
 - o Surface utilities
 - o Gravel areas
 - o Channelization
 - o Signs, posts and signal posts
 - o Curb cuts and access points to private ownership.
 - o Storm, Sewer and water structures and lines including invert elevations.
- It is understood HW Lochner is providing design services for the upgrade of R Avenue. As part of their project, Lochner will be surveying the R Avenue Corridor. The City will provide Skillings the topographic survey data in AutoCAD format for the storm water work requested on R Avenue from the intersection of 32nd Street to 50-ft south of the intersection south of 34th.
- If any of these tasks require Extra Work, a Supplemental Agreement will be presented to the Client for signature to cover the additional work before proceeding with the additional work.

Task Description:

1. Survey Management and Coordination with engineering design.
2. Coordination with Lochner's survey company providing survey for the reconstruction of R-Avenue.
3. Verify compatibility of the R Ave survey with the Skillings survey.
4. Research public/private survey records, survey control and land title records.
5. Utility location coordination.
6. Perform a field survey to locate survey control points.
7. Locate existing survey monuments.
8. Calculate existing right of ways within the project limits.
9. Topographic survey of the project limits.
10. Prepare base map in AutoCAD.
11. QA/QC Survey data, base map.
12. Field verify base map.

Deliverables:

- PDF of Topographic Survey, AutoCAD file.

TASK 300	32nd STREET, T AVENUE, AND R AVENUE STORM DRAIN PRELIMINARY DESIGN (30% PLANS)
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Assumptions:

- The Basin F4 stormwater modeling analysis prepare by Gray & Osborne (11-24-2020) will serve as the pre-design report.
- An engineering report or additional hydraulic analysis will not be required.
- The proposed slopes of the new storm drain will match the slopes of the existing pipe as much as possible.
- Geotechnical investigations will be provided by GeoTest Inc. as a subconsultant to Skillings.
- Geotechnical investigations for work on R Avenue will be provided by the City through their consultant working on the R Avenue Improvement project, HW Lochner.

- There is adequate space in the roadway section to install the proposed storm line on T Avenue in anticipation of being able to abandon the existing 8" AC line in place. If the AC line cannot be abandoned in place, work required to provide alternatives will be considered additional services and will require a supplement.
- The affected streets will be closed to through traffic during construction with local access only. During certain phase of the work, local access may have to be limited.

Tasks:

1. Coordinate with affected utility companies. Locate existing utilities.
2. Review existing documents provided by the City.
3. Skillings will conduct a site review to inspect the project site to document the existing conditions and recommends specific improvements. Coordinate with City on expectations.
4. Coordinate with GeoTest for soils investigations. Review preliminary and final report; consult with geotechnical engineer on design recommendations.
5. Research and pipe types; make recommendations for pipe foundation supports.
6. Design cross-connection to existing storm system.
7. Prepare pipe material evaluation and provide recommendation to City.
8. Prepare the 30% design plans for the storm drains.
9. Prepare the 30% design plans for the water service connections.
10. Initial coordination with access-affected property owners. Prepare preliminary traffic/pedestrian control plan for street closures and detour routes. (MOT)
11. Set up and maintain the Design Documentation Files (Internal deliverable, to be updated throughout the design process).
12. Prepare Quantity Take-off Notebook.
13. Prepare 30% Engineer's Estimate of Probable Cost to Construct.
14. Provide QA/QC of the 30% Plans and Estimate documents.

Deliverables:

- Preliminary pipe foundation design.
- Preliminary Storm system cross-connection design.
- Pipe material recommendation.
- Preliminary Improvement plans (30%) for the storm drain and water service lines.
- Preliminary Engineer's Estimate of Probable Cost to Construct.
- Geotechnical Report; draft and final.

TASK 310	32ND STREET, T AVENUE, AND R AVENUE STORM DRAIN (60% PLANS)
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Assumptions:

- Skillings has met with the City and reviewed the 30% plans and estimate submittal. Comments received from the City will be incorporated into the 60% design.
- Pipe foundation design and cross connection design will be incorporated into the 60% design plan for storm drain.
- Storm drain replacement will impact the existing road surface. Curbs, gutters, and sidewalk will not be impacted and are not included in this scope of work. Restoration of the street surface will be based on the Geotech's recommendations and will include adjustment of valve boxes and MH covers.

- Proposed drain replacement will be wholly within the limits of City right of way. Multiple property owners adjacent to the project corridor may have access impacts during construction. Coordination with private landowners will focus on access during construction.
- WSDOT Standard Specifications, latest edition, will be used for the Standard Specifications and unit bid item format.
- The City will provide contract boiler plate documents.

Tasks:

1. Update the Design Documentation File.
2. Prepare Comment Resolution Matrix
3. Prepare the 60% design plans for the storm drain.
4. Prepare the 60% design plans for the water service connections.
5. Prepare the 60% Work Zone Traffic control plan (MOT)
6. Update Quantity take-off Notebook.
7. Prepare 60% Engineer's Estimate of Probable Cost to Construct.
8. Prepare surface restoration drawings for streets within City right of way.
9. Coordinate with adjacent landowners regarding construction access.
10. Prepare 60% Project Specifications (special provisions for non-standard construction items).
11. Provide QA/QC of the 60% PS&E package.

Deliverables:

- Comment Resolution Matrix
- 60% Improvement plans for the storm drain, water service lines, and surface restoration. (Plans, Profiles, Details)
- 60% Project Specifications
- 60% Engineer's Estimate of Probable Cost to Construct.

TASK 320	32ND STREET, T AVENUE, AND R AVENUE STORM DRAIN (90% PLANS)
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Assumptions:

- The City has reviewed the 60% submittal. Skillings has reviewed the submittal with the City. The City's comments will be incorporated into the 90% design submit.
- It is assumed the major affected property owner along the project will be SeaBear, as access to their loading dock is directly off T Avenue. This will require special coordination and consideration.

Tasks:

1. Update the Design Documentation Notebook.
2. Prepare Comment Resolution Matrix
3. Conduct a Plan-in-Hand and site visit
4. Prepare 90% Storm Drain and water services connection plans. Incorporate City's review comments.
5. Prepare 90% Work Zone Traffic Control plans (MOT).
6. Update Quantity Take-off Notebook.
7. Prepare 90% Engineer's Estimate of Probable Cost to Construct.
8. Prepare 90% Project Specifications (special provisions for non-standard construction items).
9. Prepare 90% surface restoration drawings on private property and street right of way.
10. Provide QA/QC of the 90% PS&E package.

11. Provide follow-up coordination with SeaBear for access.

Deliverables:

- Comment Resolution Matrix
- 90% Improvement plans for the storm drain and water service lines.
- 90% Project Specifications
- 90% Engineer's Estimate of Probable Cost to Construct.
- Meeting minutes of SeaBear coordination

TASK 330	32ND STREET, T AVENUE, AND R AVENUE STORM DRAIN FINAL DESIGN
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Assumptions:

- The City has reviewed the 90% submittal. Skillings has reviewed the submittal with the City. Comments will be incorporated into the 100% design submittal.
- City will prepare the Bid, Ad, and Award documents.
- Construction services and support may be added as a supplement to this scope of work.

Tasks:

1. Finalize the Design Documentation Notebook
2. Prepare comment resolution matrix
3. Prepare final storm drain 100% PS&E.
4. Maintain Design Documentation File.
5. Prepare Design Closeout Documentation File.
6. Provide QA/QC of the final PS&E documents.

Deliverables:

- Comment resolution matrix
- Design Documentation Notebook (electronic copy)
- Signed, stamped Final PS&E set for storm drain and water services connections., one 11"x17" paper copy, one electronic PDF copy.
- E-transmit AutoCAD files of each improvement plan sheet.

TASK 400	SEPA
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Assumptions:

- Based on the size of the pipe, the proposed storm drain improvements will trigger SEPA review.
- It is assumed that the project will require a SEPA Checklist and will not trigger an Environmental Impact Statement.
- City of Anacortes will be the SEPA Lead Agency.
- City will submit Final SEPA Checklist to City SEPA Official for review and approval.
- City will be responsible for advertisement of SEPA Checklist.

Tasks:

1. Meet with design team to document project components
2. Prepare draft SEPA Checklist. Submit to City for review.
3. Prepare Final SEPA Checklist. Submit to City for processing with SEPA official.

Deliverables:

- Draft SEPA Checklist
- Final SEPA Checklist

END SCOPE OF WORK**Geotechnical Engineering Scope of Work as submitted by GEOTEST**

December 9, 2020
Proposal No. 20-597G
Skillings, Inc.
5016 Lacey Blvd SE
Lacey, WA 98503
Attn: Mr. Tom Skillings, P.E.

Re: Geotechnical Evaluation
T Avenue & 32nd Street Stormwater Utility Improvements
Anacortes, Washington

Dear Mr. Skillings:

As requested, GeoTest Services, Inc. (GeoTest) is pleased to submit this proposal to perform a geotechnical engineering evaluation for the proposed Stormwater Utility Improvements within the T Avenue and 32nd Street roadway alignments in Anacortes WA. The included figure details the approximate project location. Our proposed scope of work and associated fee is presented herein for your review and approval.

PROJECT DESCRIPTION

We understand that there is a planned reconstruction of the stormwater alignment at the noted locations. A 48-inch diameter stormwater pipe will be installed with an anticipated trench bottom elevation at approximately 8 to 12 feet below ground surface. From the information provided, it appears that there is approximately 2,000 linear feet of stormwater sewer improvements.

PURPOSE AND SCOPE OF SERVICES

The purpose of our services is to obtain subsurface information at the project site that will be used in the planning and design of the above project. Our final product will be a suitably illustrated report containing a summary of site conditions encountered with geotechnical recommendations pertaining to project design and construction.

Specifically, our services will include the following items as outlined in your email:

1. Coordinating with the Client and their representatives to establish exploration boring locations. GeoTest will need to establish the exploration boring locations prior to performing the borings in order to avoid utilities that may exist along the road alignment.
- GeoTest Services, Inc.

GeoTest will mark boring locations for public utility locate in accordance with Washington State Law.

We also recommend performing a private utility locate once boring locations have been established to reduce the risk of hitting an unmarked utility. Our base cost does not include the cost of a private utility locate. This cost has been provided as an optional service.

2. Exploration of soil and groundwater conditions underlying the site by providing a drill rig for one to two days of drilling 5 to 6 holes to depths of 15 to 20 feet below existing site grades. We anticipate a minimum of 3 to 4 borings on T Avenue and 2 borings on 32nd Street. GeoTest will make reasonable attempts to determine pavement thicknesses and the amount of aggregate base below the existing sections of pavement. After drilling, the borings will be backfilled with bentonite chips and cold mix asphalt patch and the drill spoils will be removed from the site.

Our subsurface soil exploration program will require work within the Right-of-Way. As such, it should be anticipated that associated flagging and traffic control will be required to complete subsurface soil explorations. The cost of these services has been included in our service agreement.

3. GeoTest Services will review the information collected during this initial investigation and perform geotechnical engineering analyses to develop recommendations for the project. Our findings and recommendations will be summarized in a report that will contain the following information:

- A site plan showing pertinent existing site features and the approximate location of the explorations accomplished for this project. GeoTest requests that a site plan be provided to us for use in our report.
 - Logs of the exploratory borings. A chart will be included illustrating the soil classification criteria and the terminology and symbols used on the exploration logs.
 - A summary of surface and subsurface soil and groundwater conditions observed at the site during our field exploration. The summary will include descriptions of subsurface profiles and the potential seasonal effects of groundwater. GeoTest will record the measured depths of pavement and aggregate base course sections as possible.
 - Recommendations for site preparation and grading activities, reuse of site soil, and criteria for selection, placement, and compaction of structural fill. Included will be a discussion of the effects of weather and/or construction equipment on subgrade soil.
- Design services not stated above might be requested during the course of our evaluation. In all cases, we should be allowed to revise our estimate and/or scope of services should additional services be requested.

COST ESTIMATE

We propose the terms of our services be provided for a time-and-materials fee in accordance with the following conditions and our attached schedule of charges. For the scope of work described above, we estimate that our fee will be approximately \$17,500 to \$20,000 with the drill rig and traffic control services subcontracted through GeoTest. An approximate break-down

of the project cost is estimated below:

GeoTest Direct Services Cost
Field Locating and Utility Locate \$900
GeoTest Field Staffing – 2 Days \$2,000
Laboratory Testing (fixed fee) \$750
Geotechnical Reporting \$2,800
Project Management, Safety & Consultation \$1,500
Subcontracted Services Cost
Drilled Borings - 2 Days \$7,500
Flaggers and Traffic Control Plan \$2,500
Permitting w/ City of Anacortes \$500
Estimated Total Budget \$18,450
Optional Utility Locate Scan Cost
Ground Penetrating Radar (GPR) 1 day (2 Staff) \$1,800

This fee is based on our being able to acquire sufficient information with the proposed field investigation program. In the event that unforeseen conditions are encountered, and additional information is required to assess the site; the client will be informed before proceeding. This service agreement assumes that boring locations are underlain by either soil or asphalt. Should concrete pavement exist, GeoTest will require an extension of this service agreement to address saw-cutting or coring through concrete pavements.

This fee covers our services, as outlined previously, through submittal of the final report. It includes cost for additional consultation after submittal of the final report. Additional services after submittal of the report and consultation will be billed at the appropriate rate as indicated on the attached Fee Schedule, which is made a part of this agreement.

SCHEDULE

We are prepared to begin our services once authorization has been granted. We anticipate that the borings referenced may be scheduled within 3 weeks after receiving authorization, pending completion of utility locates and subcontractor availability.

We anticipate that the report can be completed within approximately 20 to 25 business days after the fieldwork. Preliminary results of our investigation can usually be provided within 5 working days from completion of the fieldwork.

OTHER CONDITIONS

By Washington State Law, we are required to provide 72 hours' notice for utilities to be marked on the public perimeter of the property. We should also be provided with any available information pertaining to onsite utilities that may be present. Despite our best efforts to avoid utilities, utility damage is sometimes unavoidable due to mismarked or unlocatable facilities. The cost for utility repairs is not included in this cost estimate.

All soil samples obtained during the subsurface investigation will be saved for a period of 90 days. They will then be discarded, unless requested otherwise.

We appreciate the opportunity to submit this proposal. In acceptance of our terms and conditions, please sign below and return a copy of the agreement to our office and keep a copy for your records. If there are any questions, please contact the undersigned at GeoTest Services. Thank you for selecting GeoTest Services, Inc. We look forward to being a part of your project

team.

Respectfully Submitted,
Jeremy Wolf, L.E.G. Tim Chylla, L.E.G.
Vice President Project Manager

End Geotechnical Scope of Work

EXHIBIT B-1
CONSULTANT COST COMPUTATION – MAN-HOURS

PROJECT NO. 20147 CITY OF ANACORTES 32 ST., T AVE. AND R AVE. STORM DRAIN IMPROVEMENTS		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	ENVIRONMENTAL MANAGER	STAFF SCIENTIST	SURVEY MANAGER	SURVEYOR	SURVEY DRAFTER	1 MAN SURVEY CREW	2 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION													
100	PROJECT MANAGEMENT													
1	Schedule, coordinate, and attend up to four (8) phone meetings with the City of Anacortes.	8	10											
2	Provide monthly invoices with Earned Value Reports and Progress Reports.	6	10											8
3	Schedule, coordinate, and attend teleconferences with the City of Anacortes to review project design elements.		8	8	8									
4	Provide ongoing project management including Principal Quality Assurance and Quality Control (QA/QC) of all deliverables.	8	12											
5	Geotechnical Coordination			8										
200	TOPOGRAPHIC SURVEY AND BASE MAP													
1	Project Management and Coordination.	1							61					
2	Coordination with Survey Firm (Lochner) for R Avenue.								4					
3	Verify compatibility of R Avenue Survey.								2	4				
4	Research public/private survey and land title records.								8					
5	Utility locates coordination.								4	4	2			
6	Perform a field survey to locate survey control points.								2			10		
7	Locate existing survey monuments.								2			10		
8	Calculate existing right of way for T Avenue and 32nd Street.								9					
9	Topographic Survey to map improvements.								2			40	30	
10	Prepare base map in AutoCAD Civil 3D.								2	20	40			
11	QA/QC Survey data, base map.								2	4	10			
12	Field Verify base map				6						8			
300	32 ST, T AVE, AND R AVE STORM DRAIN PRELIMINARY DESIGN (30% PLANS)													
1	Coordinate with affected utility companies. Locate existing utilities.				9									
2	Review existing documents provided by the City.		1	2	2									

PROJECT NO. 20147 CITY OF ANACORTES 32 ST., T AVE. AND R AVE. STORM DRAIN IMPROVEMENTS		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	ENVIRONMENTAL MANAGER	STAFF SCIENTIST	SURVEY MANAGER	SURVEYOR	SURVEY DRAFTER	1 MAN SURVEY CREW	2 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION													
3	Skillsings will conduct a site review to inspect the project site which documents the existing conditions and recommends specific improvements.		2	8	8									
4	Coordinate with GeoTest for soils investigations. Review preliminary and final report; consult with geotechnical			4	4									
5	Research and design pipe foundation supports				8									
6	Design cross-connection to existing storm system				24									
7	Prepare pipe material evaluation				4									
8	Prepare the 30% design plans for the storm drain.		4	16	16	24								
9	Prepare the 30% design plans for the water service connections.		1	4	4	4								
10	Initial coordination with access-affected property owners. Prepare preliminary traffic/pedestrian control plan for street closures and detour routes. (MOT)	2	2											
11	Set up and maintain the Design Documentation Files (Internal deliverable, to be updated throughout the design process).		1	12	9									
12	Prepare Quantity Take-off Notebook.		1	4	9	9								
13	Prepare 30% Engineer's Estimate of Probable Cost to Construct.			2	8									
14	Provide QA/QC of the 30% PS&E documents.		8	16	8									
310	32 ST., T AVE. AND R AVE. STORM DRAIN (60% PLANS)													
1	Update the Design Documentation File.			2	4									
2	Prepare comment resolution matrix			1	4									
3	Prepare the 60% design plans for the storm drain.		4	4	16	24								
4	Prepare the 60% design plans for the water service connections.		2	2	4	4								
5	Prepare the 60% Work Zone Traffic control plan (MOT)			4	4	8								
6	Update Quantity take-off Notebook.				4	4								
7	Prepare 60% Engineer's Estimate of Probable Cost to Construct.			2	8									

PROJECT NO. 20147 CITY OF ANACORTES 32 ST., T AVE. AND R AVE. STORM DRAIN IMPROVEMENTS		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	ENVIRONMENTAL MANAGER	STAFF SCIENTIST	SURVEY MANAGER	SURVEYOR	SURVEY DRAFTER	1 MAN SURVEY CREW	2 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION													
8	Prepare surface restoration drawings on street right of way.			2	9	9								
9	Coordination with adjacent landowners-construction access		4	8										
10	Prepare 60% Project Specifications (special provisions for non-standard construction items).			2	9	4								
11	Provide QA/QC of the 60% PS&E package.		4	16	8									
320	32 ST., T AVE. AND R AVE. STORM DRAIN (90% PLANS)													
1	Update the Design Documentation Notebook.				8									
2	Prepare Comment Resolution Matrix					2								
3	Conduct a Plan-in-Hand and site visit		1	6	6									
4	Prepare 90% Storm Drain and water services connection plans. Incorporate City's review comments.		2	4	18	16								
5	Prepare 90% Work Zone Traffic Control plans (MOT).				8									
6	Update Quantity Take-off Notebook.				4									
7	Prepare 90% Engineer's Estimate of Probable Cost to Construct.			2	8									
8	Prepare 90% Project Specifications (special provisions for non-standard construction items).		2	2	8									
9	Prepare 90% surface restoration drawings on private property and street right of way.		2	2	9	9								
10	Provide QA/QC of the 90% PS&E package		2	16	8									
330	FINAL DESIGN													
1	Finalize the Design Documentation Notebook	1	2		4									
2	Prepare comment resolution matrix			2	4									
3	Prepare final storm drain 100% PS&E.		2	4	16	4								
4	Maintain Design Documentation File.			1	2									
5	Prepare Design Closeout Documentation File.		2	2	8									
6	Provide QA/QC of the final PS&E documents.		2	2	4	4								
400	SEPA													
1	Meet with design team				1			1						
2	Prepare Draft SEPA Checklist		1				1	16						
3	Prepare Final SEPA Checklist						1	4						
	HOURS PER DISCIPLINE	26	92	170	313	125	2	21	98	32	60	60	30	8

EXHIBIT B-2
CONSULTANT COST COMPUTATION – SUMMARY

NEGOTIATED HOURLY RATE (NHR):					
<u>Classification</u>	<u>Man Hours</u>	<u>X</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>
PRINCIPAL-IN-CHARGE	26	X	\$264.35	=	\$6,873.15
PROJECT MANAGER	92	X	\$171.20	=	\$15,750.34
SENIOR PROJECT ENGINEER	170	X	\$153.00	=	\$26,010.00
ENGINEER	313	X	\$144.34	=	\$45,179.84
ENGINEERING TECHNICIAN	125	X	\$120.85	=	\$15,105.83
ENVIRONMENTAL MANAGER	2	X	\$242.53	=	\$485.06
STAFF SCIENTIST	21	X	\$100.71	=	\$2,114.82
SURVEY MANAGER	98	X	\$168.15	=	\$16,478.70
SURVEYOR	32	X	\$114.13	=	\$3,652.25
SURVEY DRAFTER	60	X	\$80.56	=	\$4,833.86
1 MAN SURVEY CREW	60	X	\$118.00	=	\$7,080.00
2 MAN SURVEY CREW	30	X	\$114.13	=	\$3,423.99
PROJECT ADMINISTRATOR	8	X	\$130.92	=	\$1,047.34
Total Hours =	1037				Total NHR = \$148,035.18
REIMBURSABLES:					
Mileage	1,200	X	\$0.56	=	\$672.00
Miscellaneous Expenses	\$1,817.50	X	10%	=	\$1,999.25
					Total Expenses= \$2,671.25
SUBCONSULTANT COST (See Exhibit E):					
Geotechnical	\$20,250.00	X	15%		Total Subconsultants = \$23,287.50
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):					
					Sub Total = \$173,993.93
MANAGEMENT RESERVE FUND:					
SUB TOTAL =	\$173,993.93	X	0.00	=	MRF = \$0.00
GRAND TOTAL					
			GRAND TOTAL =		\$173,994
PREPARED BY: <u>David Bell, P.E.</u> DATE: <u>1/8/2020</u> REVIEWED BY: <u>Thomas E. Skillings, P.E.</u> DATE: <u>1/11/2021</u>					

EXHIBIT B-3
CONSULTANT COST COMPUTATION – EXPENSES

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day	10	\$94.00	\$940.00
4	Per Diem-Meal	Day	14	\$25.00	\$350.00
5	Photo Copies - Blk & White	Each	100	\$0.10	\$10.00
6	Photo Copies - Color	Each	50	\$0.35	\$17.50
7	Half Sized Prints	Each	200	\$0.50	\$100.00
8	Full Sized Prints	Each	0	\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month	4	\$100.00	\$400.00
13	Miscellaneous Survey Costs	Estimated	1	\$0.00	\$0.00
14	Traffic Control	Estimated			\$0.00
Total Miscellaneous Expenses					\$1,817.50
	Mileage	Per Mile	1200	0.560	\$672.00
Total Expenses					\$2,489.50
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photo Copies - Blk & White	Estimated			
7	Photo Copies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: David Bell, PE		01/08/2021			



City Council Agenda Bill

Meeting Date: January 25, 2021 **Agenda Item:** 5.d.

Agenda Item Title: Contract Award: Anchor QEA Master Services Agreement #21-024-LEG-001

Staff Contact(s): DARCY SWETNAM

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DARCY SWETNAM	Contract Award

Item Summary: The City has been working with Anchor QEA through Foster Garvey on its water treatment plant site under the Model Toxics Cleanup Act. Anchor QEA has been a critical part of the City's team, overseeing necessary testing, site evaluation, and cleanup and demolition planning. The City is now done with the testing phase of the WTP project and is moving forward with cleanup and demolition planning.

Additionally, the City needs to engage a consultant to support the agreed order process with the Department of Ecology on the A Avenue Landfill site. The City has a good working relationship with Anchor QEA and it will be most efficient to enter into a contract with them to support the City's work on these two cleanup sites. Staff therefore recommends approval of the attached contract with Anchor QEA.

Budget Impact:

Previous Action: None

Recommended Motion: I move we authorize and direct Mayor Gere to sign contract number 21-024-LEG-001 with Anchor QEA.

Alternative Actions:

Attachments (listed in order presented):

1. Master Services Agreement



MASTER SERVICES AGREEMENT

This agreement is entered into on the 25th day of January 2021 by and between Anchor QEA, LLC, 1201 3rd Avenue, Suite 2600, Seattle, Washington 98101, and affiliated companies, herein referred to as "Anchor QEA," and City of Anacortes, P.O. Box 547, Anacortes, WA 98221 hereinafter called "CLIENT."

This AGREEMENT is for As-Needed Services per the Corresponding Scope of Services.

PROVISIONS

ARTICLE 1: TERMS OF PAYMENT

A. Invoicing

Monthly invoices will be issued to the CLIENT for payment and will represent the value of the Scope of Services completed to date.

B. Payment

Payment is due within 30 calendar days of date of the invoice for the entire invoice amount. Any invoice not paid within 30 days shall bear interest at the equivalent of 18 percent per year.

C. Final Payment

Final payment of any balance will be made upon completion of the Scope of Services, and receipt of all deliverables and all PROJECT-related documents and data that are required to be furnished under this AGREEMENT.

ARTICLE 2: OBLIGATION OF ANCHOR QEA

A. Independent Contractor

Anchor QEA is an independent contractor and will maintain complete control of and responsibility for its employees, agents, and operations.

B. Lower Tier Subcontracts

Anchor QEA shall not sublet or assign any of the work covered by this Agreement, except with the prior written approval of the CLIENT and in compliance with the terms, provisions, and conditions of this Agreement. Anchor QEA will bind all Lower Tier Subconsultants to the Provisions of this AGREEMENT.

Neither this AGREEMENT nor any Lower Tier subcontract will create any contractual relationship between any Lower Tier Subconsultant and the CLIENT nor any liability of the CLIENT to any Lower Tier Subconsultant.

C. Standard of Care

In providing services under this Agreement, Anchor QEA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

D. Notice of Delay

The time schedule for the performance of services as set forth under this Agreement is based on Anchor QEA's anticipation of the orderly and continuous progress of the project. If Anchor QEA is delayed in the performance of services by conditions that are beyond its control, Anchor QEA shall notify the CLIENT in writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to the CLIENT within five (5) days of the time Anchor QEA is aware of the delay.

E. Insurance

Anchor QEA will maintain throughout this AGREEMENT the following insurance and will submit certificates verifying such to the CLIENT when requested:

- (1) Worker's compensation insurance as required by the state or province where the work is performed and Employers Liability as follows:
 - \$1,000,000 each accident
 - \$1,000,000 each employee
 - \$1,000,000 disease aggregate
- (2) Comprehensive automobile liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- (3) Commercial general liability insurance covering claims for injuries arising out of any negligent act or omission of Anchor QEA or of any of its employees, agents, or subconsultants, with \$1,000,000 per occurrence/general aggregate.
- (4) Professional liability insurance of \$1,000,000, per claim and in the aggregate.

Anchor QEA will give the CLIENT thirty (30) days notice of any cancellation of the policies.

F. Limitation of Liability

To the maximum extent permitted by law, the CLIENT agrees to limit Anchor QEA's liability for the CLIENT's damages and legal costs to the limits of Anchor QEA's applicable insurance coverage.

G. Indemnification

Anchor QEA and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this AGREEMENT, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

H. Consequential Damages

Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, neither the CLIENT nor Anchor QEA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this AGREEMENT. This

mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and Anchor QEA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

I. Permits, Licenses, and Fees

Anchor QEA will obtain and pay for all permits and licenses required by law that are associated with Anchor QEA's performance of the Scope of Services and will give all necessary notices.

J. Access to Records

Anchor QEA will maintain accounting records, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by the CLIENT during Anchor QEA's normal business hours for a period of 3 years after the final invoice to the extent required to verify the costs incurred hereunder.

K. Ownership

CLIENT retains ownership of all instruments of professional service developed by Anchor QEA under this AGREEMENT. Anchor QEA shall not be liable for any reuse or modification of these work products for purposes not anticipated by Anchor QEA under this AGREEMENT.

L. Equal Employment Opportunity

Anchor QEA, with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall comply with all applicable provisions of Executive Agreement 11246 of September 24, 1965, as amended, the terms of which are incorporated herein by this reference and made a part of this AGREEMENT. Anchor QEA will provide equal employment opportunity and adhere to federal, state and local laws pertaining thereto. Appropriate action will be taken by Anchor QEA, with respect to itself and any of its subconsultants, vendors and suppliers to ensure compliance with such laws. All federal, state and local equal opportunity and affirmative action requirements with regard to race, gender, creed, color, age, religion, national origin, disability or veteran status are incorporated into this AGREEMENT by reference. Anchor QEA will give all notices, pay all fees and take all other action which may be necessary to conduct its business in accordance with all applicable statutes, ordinances, rules and regulations including, without limitation, the above stated standards and acts, any statutes regarding qualification to do business and any statutes prohibiting discrimination among employees because of race, creed, color, national origin, age, or sex.

ARTICLE 3: GENERAL PROVISIONS

A. Waivers

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

B. Force Majeure

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect costs resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

C. Authorization to Proceed

Execution of the AGREEMENT by the CLIENT will be authorization for Anchor QEA to proceed with the Scope of Services, unless otherwise provided for in this AGREEMENT.

D. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than Anchor QEA and the CLIENT and has no third-party beneficiaries.

E. Jurisdiction

The laws of the state in Washington shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it; venue of any lawsuit shall also be Skagit County.

F. Disputes

In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

G. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, unenforceability will not affect any other provision of this AGREEMENT. The provisions of this AGREEMENT shall survive its termination and completion of services.

H. Termination/Cancellation

The CLIENT will have the right to terminate this AGREEMENT for its convenience. After termination, Anchor QEA will be reimbursed for services rendered and necessary expenses incurred to the termination date upon submission to the CLIENT of detailed supporting invoices.

I. Complete Agreement

This AGREEMENT constitutes the complete and final understanding between the parties. The CLIENT may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for Anchor QEA's Scope of Services, adjusting compensation and/or time will be mutually agreed upon in writing. Additional Services provided by Anchor QEA will be entitled to additional compensation or extension of time only as authorized in writing by the CLIENT.

J. Attachments and Schedules

The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment 1: Authorized Scope of Services, Budget, and Billing Rates

This Agreement represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

Approved for Anchor QEA	Accepted for CLIENT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment 1

Authorized Scope of Services, Budget and Billing Rates

Task Order #1 Scope of Work

January 20, 2021

A Avenue Landfill Site MTCA Support

City of Anacortes

1. Project Understanding

Anchor QEA, LLC, is pleased to provide this Scope of Work to support the City of Anacortes (City) with cleanup activities that are required by the Washington State Department of Ecology (Ecology) at the A Avenue Landfill (site). The site, located at the intersection of A Avenue and 37th Street in Anacortes, Washington, is a former unpermitted municipal solid waste landfill that was operated by the City from approximately the 1960s to 2006. Following a Site Hazard Assessment in 2009, Ecology issued a No Further Action (NFA) determination for the site. Since that time, the landfill has been monitored by Skagit County Public Health Department (SCPHD) under a 10-year closure plan. In a letter dated January 22, 2020, Ecology notified the City that, following identification of contamination at the site, the 2009 NFA determination had been rescinded and site cleanup was required. As a result, the City has requested to enter into the Formal Cleanup Program with Ecology for the investigation and remediation of the site under the Model Toxics Control Act (MTCA). Anchor QEA understands that, pursuant to a forthcoming Agreed Order (AO), the City plans to develop a remedial investigation (RI) report to supplement existing site information, evaluate the nature and extent of potential contamination associated with the site, and assess if there are any environmental or human health risks that warrant further evaluation through a focused feasibility study (FFS). If required, the FFS would develop and evaluate potential remedial alternatives and identify the preferred cleanup action.

This Scope of Work provides estimated costs to assist the City with historical site research, data review and compilation, development of an RI Work Plan, and coordination with Ecology.

These activities are divided into the following specific tasks:

- Task 1 – Communication and Meetings
- Task 2 – Compilation and Review of Historical Site Information
- Task 3 – Data Gaps Evaluation and RI Work Plan Development
- Task 4 – Agreed Order Support

2. Scope of Services and Deliverables

Task 1: Communication and Meetings

This task addresses communication and meetings necessary to coordinate the project team and to discuss the project with Ecology and the City. This task will include routine project schedule updates, budget tracking and reporting, project team meetings, coordination with the City, preparation for and attendance of meetings with Ecology, and distribution of deliverables. Estimated costs and level

of effort (Table 1) are based on expected activities for the first 6 months of 2021. As the cleanup process moves into the investigation phase, the estimated level of effort may need to be re-evaluated.

Deliverables

- Project schedule (electronic format)
- Meeting materials (e.g., PowerPoint presentations, agendas)
- Meeting notes, as needed (email format)

Task 2: Compilation and Review of Historical Site Information

Anchor QEA will review and compile available historical information and data related to soil, groundwater, and surface water quality at the site under this task in order to develop a preliminary conceptual site model (CSM) and identify data gaps (Task 3).

The information to be compiled and reviewed will include, but is not limited to, the following publicly available information:

- Location and description of the property
- Current and planned future land use(s)
- History of operations (e.g., documentation of wastes received at the landfill)
- Historical use of adjacent properties, including identification of nearby sites on Ecology's confirmed or suspected contaminated sites list
- Physical and chemical characterization data for soil, groundwater (including seeps), surface water, and landfill waste and/or leachate (e.g., from public database queries and SCPHD)
- Property documentation, including restrictive covenants, if applicable
- Topographic surveys and information regarding the thickness and stability of the landfill cap
- Local geology and hydrogeology (e.g., depth to groundwater and direction of groundwater flow)
- Aerial and other historical photographs
- Site closure and NFA documentation (e.g., landfill closure report, Site Hazard Assessment, and Ecology documentation associated with the NFA)

The estimated costs and level of effort (Table 1) anticipate that much of the information listed previously will be available by researching and reviewing existing City files or supplemental information obtained by Jonn Lunsford (Parks and Recreation Director). After review of the City's files, Anchor QEA will contact outside sources to obtain additional information, as needed, such as aerial photographs and information collected by SCPHD and Ecology. Anchor QEA is able to commence this task upon notice to proceed; however, it may take longer than usual to obtain information through public requests processes (e.g., requests to Ecology or SCPHD) because of safe work requirements related to COVID-19 and work furloughs.

Deliverables

- Project analytical data summary (Excel format)
- Project reference list (Excel format)

Task 3: Data Gaps Evaluation and Remedial Investigation Work Plan Development

This task includes effort to develop a preliminary CSM (using the information gathered under Task 2), evaluate data gaps, and develop a Draft RI Work Plan for characterizing the nature and extent of contamination at the site. The preliminary CSM, which will be presented in the RI Work Plan, will identify potential hazardous substances and their sources, potential transport and exposure pathways, and site receptors. Using the preliminary CSM, data gaps will be identified, as well as investigation activities (e.g., sampling and analysis) needed to characterize the nature and extent of contamination at the site that may pose a risk to human health or the environment. Deliverables will include client review and Ecology submittal drafts of the Draft RI Work Plan and the Final RI Work Plan. This task does not include implementation of the RI Work Plan or development of an RI report or an FFS. The scopes for these tasks, as required, will be prepared upon completion of Task 3.

Deliverables

- Draft RI Work Plan (one client and one Ecology review copy, both in electronic format)
- Final RI Work Plan (assumes that revisions necessary to address Ecology's comments will require 15% of the initial effort required to prepare the draft document; includes one client review copy [Word format] and one final Ecology submittal [PDF format])

Task 4: Agreed Order Support

This task includes effort to support the City with a technical review of the draft AO, AO Fact Sheet, and Public Participation Plan for the site, as these are developed and coordinated with Ecology. This task also includes development of site graphics (i.e., in GIS or CAD), as needed for AO Exhibits.

Deliverables

- Comments on the AO, AO Fact Sheet, and Public Participation Plan
- Development of site graphics, as needed

3. Budget

Project costs and estimated labor hours are summarized in Table 1. Anchor QEA will routinely review its budget and inform the City of any anticipated scope and budget adjustments.

Table 1
Project Budget

Task	Description	Estimated Hours	Budget
1	Communication and Meetings	56	\$ 12,300
2	Compilation and Review of Historical Site Information	143	\$ 25,700
3	Data Gaps Evaluation and Remedial Investigation Work Plan Development	224	\$ 41,300
4	Agreed Order Support	36	\$ 8,200
Total		459	\$ 87,500

Anchor QEA proposes to perform this Scope of Work on a time-and-materials basis. Anchor QEA's 2021 labor billing rates are provided in Appendix A. Anchor QEA will communicate closely with the City on project/budget status and will notify the City as soon as possible in the event that it incurs changes in scope that would result in actual costs in excess of 10% of the total estimated price.

This Scope of Work is subject to the terms of the Master Services Agreement between the City and Anchor QEA.

ACCEPTED BY:

Rebecca Gardner, PE
Member
Anchor QEA, LLC

Date

Laurie Gere
Mayor
City of Anacortes

Date

Appendix A

2021 Billing Rates

Anchor QEA, LLC

2021 BILLING RATES

Professional Level Hourly Rates

Principal CM ¹ /Engineer/LA ² /Planner/Scientist	\$278
Senior Managing Analyst/CM/Engineer/LA/Planner/Scientist	\$246
Managing Analyst/CM/Engineer/LA/Planner/Scientist	\$230
Senior Analyst/CM/Engineer/LA/Planner/Scientist	\$204
Staff 3 Analyst/CM/Engineer/LA/Planner/Scientist	\$179
Staff 2 Analyst/CM/Engineer/LA/Planner/Scientist	\$161
Staff 1 Analyst/CM/Engineer/LA/Planner/Scientist	\$136
Senior CAD ³ Designer	\$141
CAD Designer	\$118
Technician	\$114
Senior Technical Editor	\$139
Technical Editor	\$118
Senior Project Coordinator	\$134
Project Coordinator	\$110

Special Hourly Rates

National expert consultant	\$456
All work by a testifying expert	1.5 times professional level rate
Expert Advisor	\$350

EXPENSE BILLING RATES

Expense Rates

Computer Modeling (per hour)	\$10.00
Graphic Plots (varies with plot size)	\$3-\$6/sf
Mileage (per mile)	Current Federal Standard

FEE ON LABOR AND EXPENSE CHARGES

Subcontracts/subconsultants	10%
Travel and other direct costs	10%
Field equipment and supplies	10%

This is a company confidential document.

¹ CM: Construction Manager

² LA: Landscape Architect

³ CAD: Computer Aided Design

Task Order #2 Scope of Work

January 20, 2021

Former Anacortes Water Treatment Plant: MTCA and Demolition Implementation Technical Services

City of Anacortes, Washington

Project Understanding

This Scope of Work includes effort for Anchor QEA, LLC, to support the City of Anacortes (City) with Model Toxics Control Act (MTCA) cleanup and source control (e.g., demolition) activities at the Former Anacortes Water Treatment Plant (Anacortes FWTP) from January 25 to December 31, 2021. The decommissioned Anacortes FWTP is located in Mount Vernon, Washington, and is owned by the City. The FWTP facilities include an Administration Building, a Sedimentation Basin, a Filtration Basin, and a Clear Well. A new, operational water treatment plant, also owned by the City, is located adjacent to the FWTP.

The City entered into an Agreed Order (AO) with the Washington State Department of Ecology (Ecology) in August 2019 to perform a Remedial Investigation (RI) and Feasibility Study (FS) and develop a Preliminary Draft Cleanup Action Plan (DCAP). The Final RI and FS reports were approved by Ecology in July 2020, and the Preliminary DCAP will be submitted to Ecology in early October 2020. As described in the DCAP, the City plans to remove approximately 260 cubic yards of polychlorinated biphenyl (PCB)-contaminated soil and demolish the FWTP structures that are a source of contamination to soil (i.e., the former Sedimentation and Filtration Basins) to achieve permanent source control. In addition, the City plans to demolish the above-ground portion of the former (decommissioned) Administration Building in order to prepare the area for potential redevelopment.

This Scope of Work includes effort to support permitting, coordination with Ecology, pre-construction material characterization work, preparation of draft and final engineering design documents for the MTCA cleanup and demolition work, finalization of the DCAP and public participation support. It is anticipated that, following Ecology approval of the DCAP, the MTCA cleanup work will be performed under a Consent Decree for the Site, which is currently being negotiated with Ecology. This Scope of Work also includes on-call support to assist the City with additional directed tasks (e.g., financial reporting requirements) and additional budget for meetings to support the Scope of Work through December 31, 2021.

Scope of Services and Deliverables

The Scope of Work includes the following tasks:

1. Project Management and Meetings
2. Pre-Construction Material Characterization

3. MTCA Cleanup Work Plans and Design
4. Demolition Design
5. Permitting
6. On-Call Support
7. DCAP Finalization and Public Participation Support

Task 1: Project Management and Meetings

This task includes time (6.5 hours per month on average) for periodic client communications (e.g., emails, check-in meetings) and internal coordination, development of bimonthly Site Progress Reports, project schedule updates, and routine project accounting covering January 4 to December 31, 2021.

Deliverables

- Bimonthly Site Progress Reports (one client review copy and one Ecology submittal, both in electronic format)

Task 2: Pre-Construction Material Characterization

This task includes effort for Anchor QEA to perform the pre-construction material characterization necessary for engineering design of the MTCA soil cleanup action and FWTP demolition (i.e., source control). The pre-construction material characterization and design of the MTCA soil cleanup will be performed in coordination with the FWTP demolition; however, only the MTCA soil cleanup work requires Ecology oversight and approval.

Pre-Construction Soil Characterization for MTCA Soil Cleanup

In the Cleanup Action Plan, Ecology required that supplemental characterization of the soil around the Sedimentation Basin and Filtration Basin be performed. Soil characterization for the MTCA soil cleanup is expected to include collection of shallow soil samples (i.e., from 0 to 1 and 1 to 2 feet below the ground surface) from up to 16 stations and PCB Aroclor analysis of up to 24 samples, plus required quality assurance/quality control (QA/QC) samples (e.g., field duplicates and laboratory QC samples). All other samples will be archived for potential future analysis as needed for design. Sampling will be completed by Anchor QEA staff using hand-held sampling methodologies (e.g., grab or hand auger). Laboratory analysis will be performed by Analytical Resources, Inc., an Ecology-accredited laboratory in Tukwila, Washington, with standard turnaround times (i.e., 10 to 15 business days). The MTCA soil characterization will be implemented following Ecology approval of the Soil Characterization Work Plan (Task 3), in coordination with the demolition characterization (described in the following section). This task also includes costs for Level 2B data validation (by a third-party validator, Laboratory Data Consultants, Inc.) and submittal of the final soil data to Ecology's

Environmental Information Management (EIM) database. The MTCA soil characterization results will be presented in the Engineering Design Report for the cleanup action (Task 3).

Demolition Waste Characterization

Anchor QEA will characterize demolition waste to refine previously identified building areas with potential impacts and to document potentially regulated materials and equipment that need to be managed prior to building demolition. In addition, samples will be collected to delineate areas of building materials that are not impacted and may be reused as beneficial fill on site to reduce the volume of regulated materials requiring off-site transportation and disposal.

Prior to the investigation, Anchor QEA will develop a Demolition Waste Material Work Plan, which will include a description of the proposed waste characterization activities and objectives.

Anchor QEA has assumed that the following waste characterization samples will be collected from the Sedimentation Basin, Filtration Basin, and Administration Building to support demolition design:

- Up to 150 bulk (i.e., building material) samples for PCB analyses
- Up to 30 wipe samples for PCB analyses
- Up to eight bulk samples for toxicity characteristic leaching procedure (TCLP) metal analyses
- Up to four bulk samples for full waste characterization (PCBs, TCLP volatile organic compounds, TCLP semivolatile organic compounds, TCLP metals, ignitability, reactivity, and corrosivity analyses)

Appendix A presents the rationale for each of the sample types and locations. All demolition waste characterization samples will be submitted to ALS Environmental located in Holland, Michigan, for analysis.

The Demolition Waste Material Work Plan will also include field reconnaissance by Anchor QEA staff to verify structure conditions including construction materials, dimensions and wall/floor thicknesses, and other construction details to aid in the development of demolition design documents (Task 4).

A comprehensive asbestos survey was completed in 2019 for the FWTP structures. Costs are included to complete one additional half day of asbestos sampling (up to 20 bulk samples) by a U.S. Environmental Protection Agency-certified Asbestos Hazard Emergency Response Act inspector if additional suspect materials are encountered or observed during the demolition waste characterization. Bulk asbestos samples will be submitted to a National Voluntary Laboratory Accreditation Program-accredited laboratory for analysis.

Following completion of the demolition waste characterization activities and the receipt of analytical data, a Demolition Waste Material Summary Report will be prepared, which will include the following:

- Description of the completed demolition material characterization activities
- Figures presenting all building material sample locations
- Discussion of visual observations
- Tabulated analytical results for the building material sampling, along with a comparison to appropriate regulatory standards and disposal criteria
- Discussion of the results and implications for engineering design
- Analytical data reports (as an attachment)
- Asbestos Report, if additional asbestos testing is needed, summarizing the results of the additional asbestos survey (provided by a certified inspector, as an attachment)
- Waste Profile for demolition materials (as an attachment)

Deliverables

- Project Health and Safety Plan (in electronic format) for use during on-site MTCA soil and demolition waste material sampling
- Demolition Waste Material Work Plan (for client reference, in electronic format)
- Demolition Waste Material Summary Report, with attachments (for client review/approval, in electronic format)
- EIM data submittal (soil data from MTCA soil characterization only)

Assumptions

- MTCA soil sampling will be performed following Ecology approval of the MTCA Soil Characterization Work Plan (Task 3).
- Level 2B data validation will be completed for all MTCA soil data as required by Ecology; data validation will not be completed for waste characterization (building material) samples (and is not required).
- Analytical testing and data validation will be performed using standard laboratory turnaround times (i.e., 10 to 15 business days). Costs for expedited analysis are not included in this Scope of Work.
- Up-to-date utility mapping will be provided in CAD format. No utility surveys are included in this Scope of Work.
- The Sedimentation Basin interior is a non-permit confined space that can be entered by Anchor QEA personnel, and samples will be collected using ladders or portable scaffolding with appropriate fall protection equipment. It has been assumed that we can use the City's on-site fall protection equipment and that a manlift will not be required for the project.

- If water is present in the Sedimentation Basin (on the main floor or in the troughs), City water treatment plant staff will pump it out to allow for demolition waste material sampling. Dry conditions are required for sampling collection in the basin.
- No electrical lock out/tag out work will be needed (City water treatment plant staff to verify and confirm electrical is shut down and locked out similar to the 2019 field investigation).
- No sampling or inspection is planned for below-grade piping associated with the structures that will be demolished. Samples of the below grade piping (including coatings, if any) will be collected following removal, if required.
- Project staff will not enter permit-required confined spaces (e.g., the Clear Well). Anchor QEA has assumed that Clear Well samples will be collected following demolition, if required.

Task 3: MTCA Cleanup Work Plans and Design

This task includes effort to develop the necessary work plans and engineering design documentation for Ecology as part of the MTCA soil cleanup. Pre-construction soil characterization (Task 2) will be performed, as required by Ecology, to verify the extent of soils exceeding the PCB cleanup level and delineate the final removal area. A Soil Characterization Work Plan for the MTCA soil cleanup, including a supporting Sampling Quality Assurance Project Plan (SQAPP; as an attachment), will be prepared and submitted to Ecology for review and approval. The Soil Characterization Work Plan will describe the additional soil investigation needed to delineate the removal area and complete engineering design for the MTCA soil cleanup. The SQAPP will describe the sampling and analytical methods, data quality objectives, QA/QC procedures, and management of data to support the soil characterization and development of the Engineering Design Report (EDR; described in the following text).

The Draft and Final EDR will describe the design criteria for the MTCA soil cleanup. Attachments to the Draft EDR will include the results of the pre-construction soil characterization, 90% plans and specifications, and a Construction Quality Assurance Plan (CQAP). The CQAP will describe procedures that will be used to verify and document that the design criteria are met during construction (i.e., demolition, soil excavation, and grading), including confirmational and performance monitoring requirements. The Final EDR will be revised to include 100% plans and specifications based on input from Ecology and permitting agencies.

Deliverables

- Draft Soil Characterization Work Plan Memorandum (with attached SQAPP; one client and one Ecology review copy of each, both in electronic format)
- Final Soil Characterization Work Plan Memorandum (with attached SQAPP); includes one client review copy (Word format) and one final Ecology submittal (PDF format)
- Draft EDR, including the 90% plans and specifications and CQAP (one client and one Ecology review copy of each, both in electronic format)

- Final EDR, including 100% plans and specifications (one client and one Ecology copy, in PDF format).

Assumptions

- Results of the MTCA soil characterization (Task 2) will be presented in the EDR.

Task 4: Demolition Design

Anchor QEA will prepare a demolition design and specification package that will describe the performance-based requirements for the above-grade demolition of the former Sedimentation Basin, Filtration Basin, and Administration Building structures. The budget for this task includes effort to develop biddable documents and drawings to support future procurement of a qualified demolition contractor to complete demolition of the structures. The documents will follow the Construction Specifications Institute's MasterFormat 2012. The demolition design and bid specification package will be prepared in consideration of previous investigations and results obtained from the demolition waste profile sampling described in Task 2.

Specifications will be developed for each of the anticipated demolition work tasks and are anticipated to include the following:

- Site Security and Control
- Summary of Work
- Utility Disconnection and Termination
- Project Meetings
- Submittals Procedures
- Temporary Services and Facilities
- Temporary Erosion and Sediment Control
- Temporary Environmental Controls
- Dust Management and Controls
- Water Management and Control
- Temporary Project Signage
- Mobilization/Demobilization
- Waste Movement, Transportation, and Disposition
- Final Cleaning, Grading, and Restoration of Surfaces
- Pre-Demolition Removals
- Survey
- Demolition
- Asbestos Abatement
- Loose Lead-Based Paint Removal
- Earthwork
- Fill

As part of this task, contract drawings will be developed presenting work area limits, structures to be demolished, water and dust management details, on-site areas available for demolition contractor staging and support installations, and standard details.

Deliverables

- Draft 90% technical specifications and drawings (as described previously) for client review
- 100% technical specifications and drawings

Assumptions

- The City will provide specific terms, conditions, and legal language to incorporate into the overall specification package, as necessary.
- Procurement support (e.g., development of bid forms and holding pre-bid meetings) will be completed at a later date. Anchor QEA has not included costs for these tasks.
- Up to two web-based conference calls will be scheduled with the project team to discuss design details.

Task 5: Permitting

Task 5 includes permitting support for soil removal and demolition activities. This task includes early and periodic agency coordination through permit issuance to ensure a streamlined process with no surprises. One in-person pre-application meeting or site visit with Skagit County is anticipated. At approximately 30% design development, draft drawings and permit applications will be prepared according to early feedback from the agencies and submitted for review. Table 1 includes the anticipated agencies and permits that will be required for the project, including those permits and approvals included in this Scope of Work and others that will be obtained by the contractor.

Table 1
Anticipated Permits and Approvals

Permit or Approval	Agency	Trigger	Notes
Anchor QEA Obtained			
SEPA Determination	Skagit County	Any proposal that requires a local agency decision	SEPA Checklist and supporting materials required to demonstrate compliance with SEPA
Demolition Permit	Skagit County	Demolition of any buildings or structures	Signed Demolition Permit application form and site plan required for submittal
Grading Permit	Skagit County	Excavation or fill activities	Signed Grading Permit application form and supporting materials required for submittal

Permit or Approval	Agency	Trigger	Notes
Contractor Obtained			
Washington State NPDES Construction Stormwater General Permit	Ecology	Earthwork that disturbs 1 acre or more	Application and notices for coverage
Asbestos and Demolition Notification Approval	NWCAA	Demolition of any structure greater than 120 square feet within NWCAA jurisdiction	Asbestos survey required for application submittal
Other Construction Permits	Skagit County	Hot work, utility modifications, or other construction permits	Applicable forms and documentation will be provided by the contractor

Notes:

NPDES: National Pollutant Discharge Elimination System

NWCAA: Northwest Clean Air Agency

SEPA: State Environmental Policy Act

The permitting approach, including strategy and permit review time frames, is described in the DCAP. This task also includes estimated budget (based on similar experience) to hire an architectural historian to conduct a site visit and complete a Washington State Department of Archaeological and Historic Preservation Historic Property Inventory form, which is required for demolition or modification to structures greater than 50 years old.

Deliverables

- Draft and final State Environmental Policy Act (SEPA) Checklist and Plan Set
- Draft and final Demolition Permit application
- Draft and final Grading Permit application
- Draft and final Historic Property Inventory form

Assumptions

- The provided costs do not include work related to permit appeals.
- The project will have No Effect on Endangered Species Act-listed species and critical habitat.
- Project impacts will not be considered significant. Therefore, a SEPA Checklist will be the appropriate level of documentation for the project.
- Activities will occur outside of the Shoreline Master Program-designated 200-foot shoreline environment buffer and will not require a Shoreline Permit.
- The City will pay for all permit fees associated with the project beyond the budgeted amount.
- There is uncertainty associated with the regulatory agency review process that may affect the Scope of Work and schedule following submittal of permit applications. Anchor QEA will coordinate closely with the City to discuss potential implications if they arise.

Task 6: On-Call Support

This task includes limited time to assist the City with additional directed tasks, as needed, to support the project. These may include, but are not limited to, sample disposal costs, assistance with Consent Decree negotiations and/or financial reporting requirements (i.e., associated with the City's environmental liabilities) under Governmental Accounting Standards Board Statement No. 49.

Assumptions

- Sample disposal will be performed by DH Environmental, Inc.

Task 7: DCAP Revisions and Public Participation Support

This task includes effort (approximately 56 hours) to address Ecology comments on the DCAP and support the public participation process for the Site in accordance with the AO. The Revised DCAP, if necessary, will be submitted to Ecology within 60 days following receipt of Ecology's comments on the DCAP. This task also includes support for the Cleanup Action Plan public meeting in early 2021 (e.g., preparation, development of meeting materials, and attendance); coordination with Ecology regarding the public outreach process and timeline; support for addressing public comments, and support for development of public materials (as directed by the City).

Deliverables

- Meeting materials (PowerPoint presentation, electronic graphics)
- Meeting agenda, as needed
- Draft responses to public comments (electronic format)
- Revised DCAP (client review copy, electronic format)
- Revised DCAP (Ecology submittal, electronic format)
- Final CAP, with public comments addressed (Ecology submittal, electronic format)

Budget

Project costs are summarized in Table 2. Anchor QEA will routinely review its budget and inform the City of any anticipated scope and budget adjustments.

Table 2
Project Budget

Task	Description	Estimated Hours	Estimated Labor Costs	Estimated Subcontractor Costs	Expenses	Total Estimated Budget
1	Project Management and Meetings	78	\$15,500	--	--	\$15,500

Task	Description	Estimated Hours	Estimated Labor Costs	Estimated Subcontractor Costs	Expenses	Total Estimated Budget
2	Pre-Construction Material Characterization	767	\$134,200	\$35,000	\$13,800	\$183,000
3	MTCA Cleanup Work Plans and Design	336	\$63,100	--	\$500	\$63,600
4	Demolition Design	421	\$59,400	--	\$500	\$59,900
5	Permitting	98	\$16,800	\$6,100	\$5,300	\$28,200
6	On-Call Support	24	\$6,100	\$1,300	--	\$7,400
7	DCAP Finalization and Public Participation Support	56	\$13,300	--	--	\$13,300
Total		1,780	\$308,400	\$42,400	\$20,100	\$370,900

This scope of work is subject to the terms of the Master Services Agreement between the City and Anchor QEA. Anchor QEA proposes to perform this Scope of Work on a time-and-materials basis using 2021 labor billing rates. Anchor QEA's 2021 billing rates are provided in Appendix B. Anchor QEA will communicate closely with the City on project/budget status and will notify the City as soon as possible in the event that it incurs changes in scope that would result in actual costs in excess of 10% of the total estimated price.

Schedule

The anticipated project schedule is provided in Appendix C.

ACCEPTED BY:

Rebecca Gardner, PE
Member
Anchor QEA, LLC

Date

Laurie Gere
Mayor
City of Anacortes

Date

Appendix A

Demolition Waste Characterization Data Needs and Sampling Recommendations

Table A-1
Demolition Waste Characterization: Data Needs and Sampling Recommendations

Building/Room	Building Material or Equipment	Engineering Design Data Gap	Sample Type ¹	Sample Locations	No. of Samples	Sample Analysis
Sedimentation Basin	Interior Concrete Floors and Walls	2019 investigation included interior trough and exterior mastic to 1.5 feet below ground surface. Need additional samples to understand the PCB profile within interior of basin (below trough) and mastic below 1.5 feet below ground surface (i.e., if PCBs have migrated into concrete).	Depth-Integrated	12	36	Total PCBs + 10% TCLP Metals
	Exterior Concrete Walls		Depth-Integrated	6	18	
	Interior + Exterior Concrete Walls and Floors	Additional full-depth samples (to 12 inches) needed to characterize concrete for potential disposal and/or beneficial reuse costs.	Full Depth	2	2	Total PCBs + 10% Full Waste Characterization (TCLP and RIC)
	Adjacent Concrete to PCB Bulk Product (Caulk/Cork)	Previous RI and 2019 investigation data showed that caulk, cork, and sealant samples had elevated levels of PCBs (over Dangerous Waste thresholds). Need to collect additional samples to further delineate extent of impacts.	0–3 Inches	8	8	Total PCBs
	Sediment at Bottom of Basin	Was not able to access bottom of basin in 2019 investigation. Collect representative samples of sediment that has accumulated at bottom of basin to confirm no PCB impacts.	Bulk	2	2	Total PCBs
	Painted Equipment	Some equipment associated with basin observed to be painted (paddles, motors, conveyor equipment). Was not able to access in 2019 investigation.	Bulk	4	4	Total PCBs + 10% TCLP Metals
	Non-Painted Equipment	Some non-painted equipment associated with basin observed adjacent to areas potentially impacted with PCBs. Confirm that equipment is not impacted.	Wipe	5	5	Total PCBs
Filter Basin	Exterior Concrete Walls	Need additional samples to understand the PCB profile of concrete with exterior mastic below 1.5 feet below ground surface (if PCBs have migrated into concrete).	Depth-Integrated	2	6	Total PCBs + 10% TCLP Metals on Coatings
	Interior + Exterior Concrete Walls and Floors	Additional full-depth samples (to 12 inches) needed to characterize concrete for potential disposal and/or beneficial reuse costs.	Full Depth	2	2	Total PCBs + 10% Full Waste Characterization (TCLP and RIC)
	Caulk, Cork, or Sealants	Previous RI and 2019 data showed that caulk, cork, and sealant samples had high levels of PCBs (over Dangerous Waste thresholds). Collect additional samples if observed to characterize materials for disposal.	Bulk	4	4	Total PCBs
	Painted Equipment	Some equipment associated with basin observed to be painted (paddles, motors, conveyor equipment). Was not able to access in 2019 investigation. Paint chip samples needed for waste characterization.	Bulk	4	4	Total PCBs + 10% TCLP Metals
	Non-Painted Equipment	Some non-painted equipment associated with basin observed adjacent to areas potentially impacted with PCBs. Confirm that equipment is not impacted by PCBs.	Wipe	5	5	Total PCBs
Pipe Gallery	Nonporous Surfaces	2019 sampling identified PCB Bulk Product materials that may have impacted adjacent surfaces. Additional samples needed to identify and delineate potentially hazardous materials for disposal.	Wipe	5	5	Total PCBs
	Porous Surfaces (painted metals)	2019 sampling identified PCB Bulk Product materials. Additional samples (of metal surfaces, structural steel, and including, where accessible, interior surfaces of pipes) are needed to identify characterize these materials for disposal.	Bulk	4	4	Total PCBs
	Caulk, Cork, or Sealants	Additional testing to identify and delineate caulk, cork, or sealants (if observed) for disposal.	Bulk	2	2	Total PCBs
	Interior Concrete Floors and Walls	RI sampling included one floor and one wall concrete sample wth elevated PCB results. 2019 sampling identified PCB impacts in painted metal piping. Additional samples to be collected to understand and delineate PCB profile and full depth samples (including Clearwell roof/basin floor) to understand the material that will be disposed of or reused on site.	Depth-Integrated	3	9	Total PCBs, 10% TCLP Metals on Coatings (if any)
			Full Depth	2	2	Total PCBs, 10% Full Waste Characterization (TCLP and RIC)

Table A-1
Demolition Waste Characterization: Data Needs and Sampling Recommendations

Building/Room	Building Material or Equipment	Engineering Design Data Gap	Sample Type ¹	Sample Locations	No. of Samples	Sample Analysis
Administration Building	Nonporous Surfaces	In the RI and 2019 investigations, wipe samples were collected from materials in the Admin building (walls/floor, equipment, electrical cabinets, and pump room) and sills. Additional samples are needed (e.g., from bare metal surfaces, structural steel, and including, where accessible, interior control panels) to delineate and determine potential impacts in other areas of the building.	Wipe	15	15	Total PCBs
	Porous Surfaces (painted metals)	RI and 2019 investigation indicated presence of PCBs in paint chips from various surfaces. Additional samples required to delineate extent and other paint. Contractor will need to perform lead exposure assessment under OSHA (all paint is assumed to be lead containing).	Bulk	15	15	Total PCBs
	Building and Process Equipment	Previous sampling of equipment oil indicated no PCB concerns.	Bulk	--	--	N/A
	Concrete Floor and Wall Areas	2019 investigation indicted certain floor coating areas and exterior coating contained elevated PCBs. Additional testing is needed to delineate and confirm areas with PCB impacts inside the building (coated areas) as well the exterior façade and stairway/retaining wall near parking area adjacent to the Admin building.	Full Depth	4	4	Total PCBs, + 10% Full Waste Characterization (TCLP and RIC)
			Depth-Integrated	6	18	Total PCBs + 10% TCLP Metals on Coatings
	Caulk, Cork, or Sealants	Additional testing to identify and delineate potential PCB impacts in caulk, cork, or sealants (if observed) for disposal purposes.	Bulk	12	12	Total PCBs
Clear Well	--	To be verified following removal of roof. Additional samples not proposed at this time.	--	--	--	N/A
All Structures	Building Materials and Process Equipment	2019 investigation included ACM survey. Additional samples will be collected if suspect materials observed.	Surveys	As Needed	--	Asbestos

Notes:
cm: centimeter
kg: kilogram
mg: milligram
N/A: not applicable
OSHA: Occupational Safety and Health Administration

PCB: polychlorinated biphenyl
RI: Remedial Investigation
RIC: reactivity, ignitability, and corrosivity
TCLP: toxicity characteristic leaching procedure
TSCA: Toxic Substances Control Act

Appendix B

2021 Billing Rates

Anchor QEA, LLC

2021 BILLING RATES

Professional Level Hourly Rates

Principal CM ¹ /Engineer/LA ² /Planner/Scientist	\$278
Senior Managing Analyst/CM/Engineer/LA/Planner/Scientist	\$246
Managing Analyst/CM/Engineer/LA/Planner/Scientist	\$230
Senior Analyst/CM/Engineer/LA/Planner/Scientist	\$204
Staff 3 Analyst/CM/Engineer/LA/Planner/Scientist	\$179
Staff 2 Analyst/CM/Engineer/LA/Planner/Scientist	\$161
Staff 1 Analyst/CM/Engineer/LA/Planner/Scientist	\$136
Senior CAD ³ Designer	\$141
CAD Designer	\$118
Technician	\$114
Senior Technical Editor	\$139
Technical Editor	\$118
Senior Project Coordinator	\$134
Project Coordinator	\$110

Special Hourly Rates

National expert consultant	\$456
All work by a testifying expert	1.5 times professional level rate
Expert Advisor	\$350

EXPENSE BILLING RATES

Expense Rates

Computer Modeling (per hour)	\$10.00
Graphic Plots (varies with plot size)	\$3-\$6/sf
Mileage (per mile)	Current Federal Standard

FEE ON LABOR AND EXPENSE CHARGES

Subcontracts/subconsultants	10%
Travel and other direct costs	10%
Field equipment and supplies	10%

This is a company confidential document.

¹ CM: Construction Manager

² LA: Landscape Architect

³ CAD: Computer Aided Design

Appendix C

Project Schedule

Appendix C
Planning Schedule

Project Element	Q1 2021			Q2 2021			Q3 2021			Q4 2021			Q1 2022			Q2 2022			Q3 2022			Q4 2022		
Draft Cleanup Action Plan																								
Ecology Review of DCAP																								
Revised DCAP																								
Negotiate Consent Decree																								
Public Notice Activities (to align with DCAP)																								
Consent Decree Executed																								
Pre-Construction Material Characterization																								
Develop Work Plans																								
Ecology Review of MTCA Soil Characterization Work Plan																								
Conduct MTCA Soil Characterization																								
Conduct Demo Waste Material Characterization																								
Demo Waste Material Summary Report																								
MTCA Cleanup Design																								
Draft Engineering Design Report (EDR)																								
Ecology Review of Draft EDR																								
Final Design: EDR																								
Demolition Design																								
Draft Design: Specs and Drawings																								
Client Review																								
Final Design and Contracting																								
Permitting																								
Final Permit Approvals																								
Contracting																								
Demo and Cleanup Execution																								



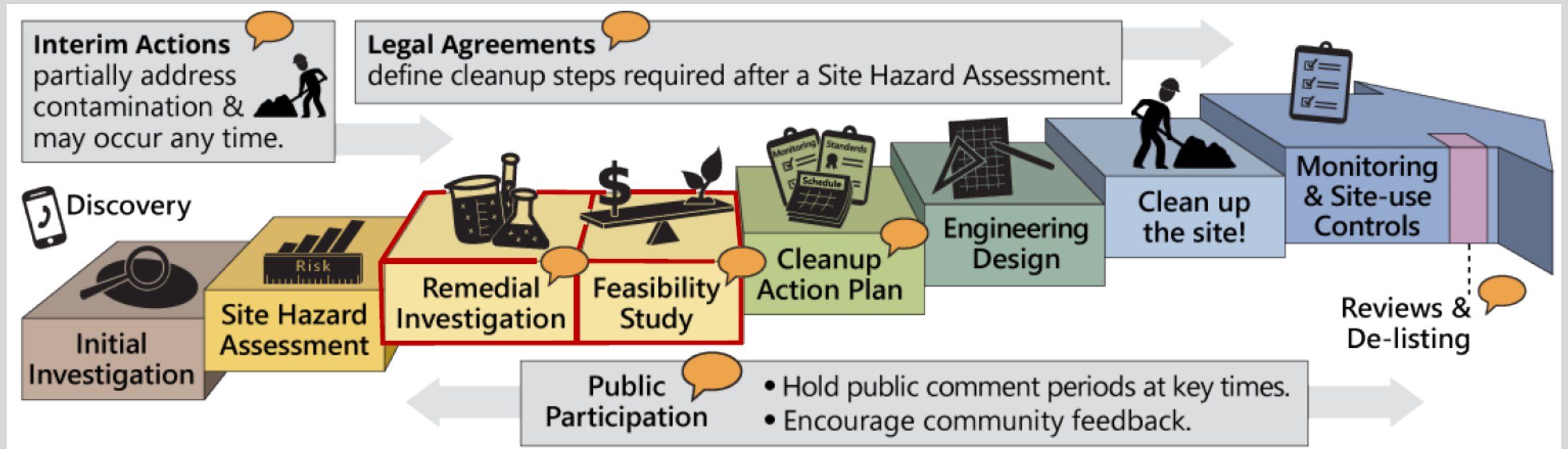
ANCHOR QEA MASTER SERVICES AGREEMENT

January 25, 2021

Background

- Anchor QEA is a consultant with offices through the United States including Bellingham and Seattle who specializes in dealing with contaminated sites, including site investigation, remediation, decommissioning, decontamination and demolition.
- Anchor QEA has supported the City through the investigation phase of the WTP Demo project. Now as the project switches to the cleanup and demolition process, staff recommends the City work directly with Anchor on the WTP and A Avenue Landfill Sites
- The City is currently working with the Department of Ecology on two cleanup sites under the Model Toxics Control Act (MTCA)
 - WTP Demo: includes MTCA cleanup component and facility demolition component
 - A Avenue Landfill Site
- The City is in the formal Agreed Order process on both sites, meaning the City must follow a formal process overseen by the Department of Ecology
- The goal of MTCA is to direct the investigation and cleanup of sites that are contaminated by hazardous substances in Washington

Agreed Order Process Overview



Key Process Background

A Avenue Landfill Site

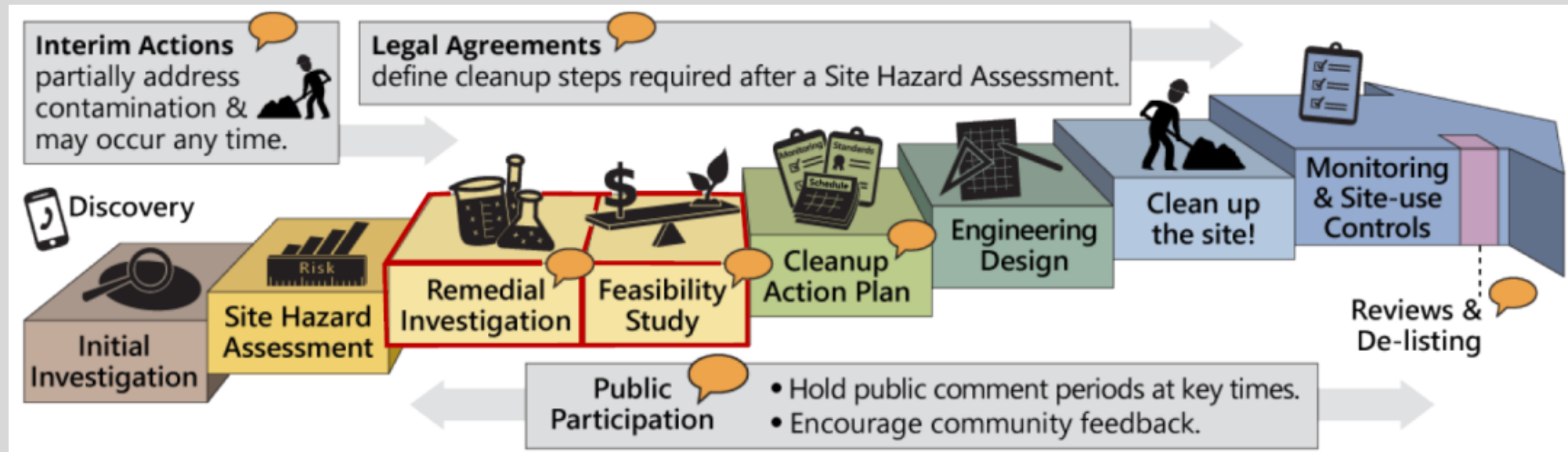
- Ecology issued a No Further Action letter in May of 2009 for the Site, with County monitoring for the following 10 years
- Ecology received a public complaint on Sept 9, 2020 about potential contamination
- Ecology rescinded the NFA letter on Jan 22, 2020
- Landfills are not eligible for the streamlined voluntary cleanup process, so a full Agreed Order process is required for the site

Former Water Treatment Plant

- Ecology has a streamlined voluntary cleanup process, but the City opted to do the full Agreed Order process to ensure transparency and public participation
- There are two components of this project: the MTCA cleanup of contaminated soils and the demolition and removal of the old plant buildings

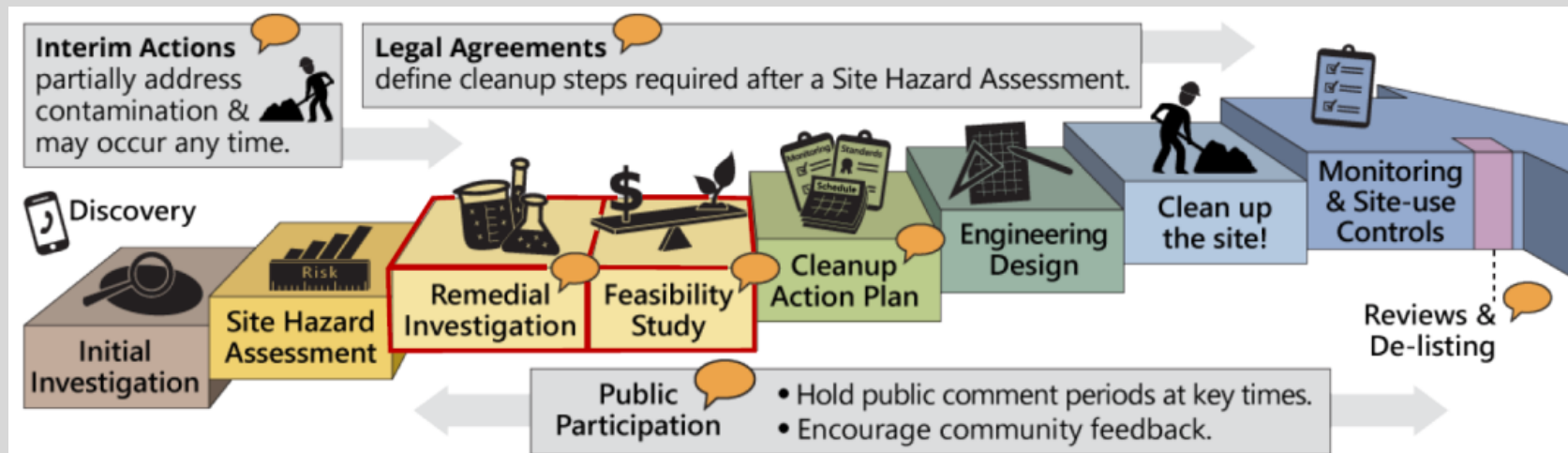
Status of A Avenue Landfill Site

- On January 11, 2021, Ecology determined the City is a potentially liable person for contaminants at the site
- City needs to work with Ecology to negotiate an Agreed Order, which will lay out the process for moving the site through the MTCA process steps



Status of Former WTP Site

- City negotiated Agreed Order with Ecology, which provided the process for the MTCA cleanup work
- City has completed Remedial Investigation and Feasibility Study
- City is working with Ecology on the Draft Cleanup Action Plan, which it hopes to have finalized by the end of February 2021
- City is working with Ecology on the draft Consent Decree



Contract Structure: Master Services Agreement

- Task Order #1: A Avenue Landfill Site MTCA Support

- Tasks:

- Communication and meetings
 - Compilation and Review of Historical Site Information
 - Data Gaps Evaluation and Remedial Investigation (RI) Work Plan Development
 - Agreed Order Support

- Cost: \$87,500

- Task Order #2: Former Water Treatment Plant MTCA and Demolition Implementation Technical Services

- Tasks:

- Project Management and Meetings
 - Pre-Construction Material Characterization
 - MTCA Cleanup Work Plans and Design
 - Demolition Design
 - Permitting
 - On-Call Support
 - DCAP Finalization and Public Participation Support

- Cost: \$370,900



THANK YOU!

Washington's Formal Cleanup Process

Discovery

- Report potential contamination to Ecology.

Initial Investigation

- Determine if contamination requires further action.

Site Hazard Assessment

- Evaluate potential risk to human health and the environment based on exposure potential and severity of hazard.

Remedial Investigation

- Determine the nature and extent of contamination.
- Determine potential impacts to human health and the environment.

Feasibility Study

- Identify methods to eliminate exposure to contamination on the site.
- Assemble methods into a range of cleanup alternatives.
- Use an environmental benefit vs. cost analysis to choose a preferred alternative.

Cleanup Action Plan

- Describe Ecology's selected cleanup action, including:
 - Cleanup standards to protect human health and the environment.
 - Schedule of next steps.
 - Requirements for monitoring, operation, and maintenance.

Engineering Design

- Create detailed design and construction documents for the cleanup action.

Clean up the site!

- Complete the cleanup action. Examples of cleanup actions include:
 - Constructing a protective multi-layered capping system.
 - Treating contamination in place.
 - Removing contamination to a hazardous waste landfill.

Monitoring and Site Use Controls

- Monitor and do on-going operations/maintenance.
- Restrict/prohibit activities that could disturb the cleanup.

Reviews and De-listing

- Hold 5-year periodic reviews to ensure cleanup meets standards.
- Remove site from Hazardous Sites List after it meets all cleanup standards and requirements.

Legal Agreements

- Define cleanup steps required after a Site Hazard Assessment.

Interim Actions

- partially address contamination & may occur any time.

Comment

Public Participation

- Encourage community feedback throughout cleanup process.
- Hold public comment periods at key times.



Washington's Cleanup Law

Model Toxics Control Act (MTCA)

MTCA defines the cleanup process. This public-initiated environmental law directs upland cleanups (on land or in groundwater) and sediment cleanups (in freshwater or marine environments). Ecology enacts MTCA and regulates the cleanup process.

September 2019
Ecology Publication 19-09-166



City Council Agenda Bill

Meeting Date: January 25, 2021 **Agenda Item:** 5.e.

Agenda Item Title: Resolution 3014: Legislative Priorities

Staff Contact(s): LAURIE GERE, EMILY SCHUH

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
EMILY SCHUH	Resolution
LAURIE GERE	

Item Summary: In coordination with the Association of WA Cities, Mayor Gere and staff have compiled a list of legislative priorities for City Council's discussion. Council's adoption of legislative priorities guide staff on how best to represent the City's efforts to influence, affect, or guide the passage of legislation in the Washington State Legislature.

Budget Impact:

Previous Action: Council adopted 2020 Legislative priorities on [February 3, 2020](#) via Resolution [2072](#).

Recommended Motion: I move to approve Resolution 3014 adopting the City's 2021 legislative priorities.

Alternative Actions:

Attachments (listed in order presented):

1. Resolution 3014 City of Anacortes Legislative Priorities
2. 2021 City of Anacortes Legislative Priorities

RESOLUTION NO. 3014

**A RESOLUTION OF THE CITY OF ANACORTES, WASHINGTON,
APPROVING THE 2021 LEGISLATIVE PRIORITIES**

WHEREAS, during the 2021 Washington Legislative Session, the City Council desires to provide input to the Senators and Representatives who represent the City's constituents pertaining to the development of laws that will have a significant effect on the City's ability to provide a wide variety of services to its constituents; and

WHEREAS, the 2021 Legislative Priorities are the documents that set forth the City Council's policy position on broad public policy areas that are of concern to the City; and

WHEREAS, during the 2021 Legislative Session, proposed legislation in other areas of concern to the City will be monitored and reviewed with City Council when appropriate; and

WHEREAS, it is the intent of the City Council to take positions of support or opposition to proposed legislation impacting the City and to lobby the legislature based on these positions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, AS FOLLOWS:

1. The City's 2021 Legislative Priorities attached hereto and incorporated herein are hereby approved.
2. By adopting the 2021 Legislative Priorities, City Council may support or oppose proposed legislation consistent with these positions and direct staff to lobby on their behalf.

PASSED AND ADOPTED this 25th day of January 2021.

CITY OF ANACORTES, WASHINGTON

By: _____
Laurie Gere, Mayor

ATTEST:

By: _____
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, City Attorney



CITY OF ANACORTES

Legislative Priorities

Resolution 3014 Adopted _____

General Principles

Anacortes supports legislation to promote the City Council's goals and to protect the City's ability to provide basic services to its citizens.

- Protect shared state revenue sources available to the City and provide new revenue options and flexibility in the use of existing revenues.
- Support long-term sustainability efforts related to City financial, environmental and transportation goals.
- Support reestablishing the partnership between cities and the State to ensure that critical mandates are funded, and vital services are provided to all of the residents of the state.

Legislative Priorities



State-shared revenues Restore and enhance revenue sharing partnerships to meet critical community needs. Examples include Liquor Profit Sharing, Liquor Excise Tax Sharing, Municipal Criminal Justice Assistance Account, City-County Assistance Account, Fire Insurance Premium Tax Sharing, and the Marijuana Excise Tax Sharing.



Housing stability assistance Work to develop additional resources to address housing instability created by the economic impacts of the COVID-19 pandemic, including rent assistance and foreclosure/eviction prevention assistance. ***Support SB 5012 Short Term Rental Tax, HB 1035 Tax Exemptions for Affordable Housing***



Transportation revenue package Adopt a new transportation revenue package that emphasizes maintenance/preservation funding and provides an equitable level of local funding as well as additional local revenue options for cities.



Fiscal Flexibility Provide cities greater flexibility to use funds from existing revenue sources to allow cities to manage the impacts of the current economic downturn. This will allow cities to direct scarce resources where they are most needed when responding to pressing local community conditions. (REET, Criminal Justice Sales Tax, Lodging Taxes)

