Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

April 10, 2017
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Announcements and Committee Reports**
   a. Arbor Day Proclamation 2017
   b. Housing Affordability & Community Services Committee
   c. Planning Committee

4. **Public Comment**

5. **Consent Agenda (Action)**
   a. Minutes of April 3, 2017 and April 5, 2017
   b. Approval of Claims in the amount of: $245,112.63
   c. Contract Modification: On-Call SCADA & PLC Services at the WTP (15-010-WTR-001)

6. **Public Hearings**

7. **Other Business**
   a. * Resolution 1986: Emergency Declaration and Contract for 8th & O Avenue Sanitary Sewer Repair/Replacement (Action)
   b. Contract Award: Blue Heron Circle Reservoirs Construction (Discussion/Possible Action)

8. **Executive Session (30 Minutes)**
   a. Potential Litigation per RCW 42.30.110(1)(i)

9. **Adjournment**

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

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact Cherri Kahns at 360-299-1950 at least 48 hours prior to this meeting.

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning April 17, 2017

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

April 17, 2017

•Contract Award: Ford F450 Crane Flat Deck & Crane

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April 24, 2017

•CDBG - Review draft 2017/2018 Action Plan, Housing Needs & Community Input

•Anacortes School District Early Learning Programs Presentation (Discussion)

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May 1, 2017

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May 8, 2017

•Anacortes Historic Preservation Board Annual Report (Discussion)

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May 15, 2017

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May 22, 2017

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June 5, 2017

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June 12, 2017

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Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Planning, Monday, Apr 10, 2017, 5:00 PM, Main Conference Room, City Hall

•Public Safety, Tuesday, Apr 11, 2017, 4:30 PM, City Hall

•Finance, Wednesday, Apr 12, 2017, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue

•Public Works, Monday, Apr 17, 2017, 5:00 PM, Public Works Director's Office, City Hall

•Planning, Monday, Apr 24, 2017, 5:00 PM, Main Conference Room, City Hall

•Finance, Wednesday, Apr 26, 2017, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue

•Public Works, Monday, May 1, 2017, 5:00 PM, Public Works Director's Office, City Hall

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ANACORTES EXECUTIVE DEPARTMENT

P.O. BOX 547, ANACORTES, WA 98221-0547 PH (360) 299-1950
LAURIE GERE, MAYOR FAX (360) 293-1938
E-MAIL: lauriegg@cityofanacortes.org

CITY OF ANACORTES PROCLAMATION

Arbor Day – April 20, 2017

WHEREAS, arbor means "tree" in Latin, Arbor Day is a special day that has been set aside for planting and caring for trees; and

WHEREAS, this year marks the 145th anniversary of Arbor Day, which was first celebrated by J. Sterling Morrison to encourage his fellow Nebraskans to plant trees to beautify and enrich their state; and

WHEREAS, all fifty states and countries throughout the world celebrate this holiday every spring to teach children the importance of forestry and reforestation; and

WHEREAS, Anacortes has been recognized by the National Arbor Day Foundation as a Tree City USA for the sixteenth consecutive year; and

WHEREAS, the tree planting this year will be held at the Tommy Thompson Trail at 22nd and "R" Avenue to help beautify our city.

NOW, THEREFORE, BE IT RESOLVED it is fitting and appropriate that I, Laurie Gere, Mayor of the City of Anacortes, do hereby proclaim Thursday, April 20, 2017 as our celebration of

ARBOR DAY

in Anacortes and encourage our citizens to plant trees thus leaving a legacy for present and future generations.

Dated this 20th day of April 2017.

Laurie Gere, Mayor

Special Meeting

Mayor Laurie Gere called to order an advertised special meeting of the Anacortes City Council on April 3, 2017 at 5:30 p.m. Councilmembers Ryan Walters, Brad Adams, Liz Lovelett and Matt Miller were present. Councilmembers Eric Johnson, Erica Pickett and John Archibald were absent.

Executive Session (30 Minutes) per RCW 42.30.110 (i)
Mayor Gere announced that City Council and the City Attorney would convene in Executive Session for no more than 30 minutes to discuss potential litigation and that following the executive session the meeting would adjourn with no action being taken.

There being no further business, at approximately 5:56 p.m. the advertised special meeting of the Anacortes City Council for April 3, 2017 was adjourned.

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Regular Meeting

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of April 3, 2017 at 6:00 p.m. Councilmembers Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present. Councilmember Eric Johnson was absent.

Ms. Lovelett moved to excuse Mr. Johnson who was out of town. No one objected.

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Honor Outgoing Police Chief Bonnie Bowers: Mayor Gere honored retiring Police Chief Bonnie Bowers and presented her with an Award of Excellence. Chief Bowers thanked a long list of staff and community members for supporting the department's five core values, thanked her staff at the department and thanked her husband Bud Bowers for his longtime support. Incoming Police Chief John Small honored Chief Bowers for her professional and personal gifts offered to the city over the past eleven years. He invited other members of the community to speak. Anacortes School District Superintendent Dr. Mark Wenzel commemorated Chief Bower's productive partnership with the district and the police department's service to youth in Anacortes during her tenure. Dr. Wenzel thanked Chief Bowers on behalf of the District and the school board for her years of service. Patsy Martin, best friend of Chief Bowers since childhood, honored Chief Bowers and wished her well in her retirement. Anacortes Detective Sergeant Chad Pruitt presented Chief Bowers with a framed badge on behalf the Anacortes Police Guild. Gary Robinson, Parks & Recreation Director, thanked Chief Bowers for her department's support of parks operations particularly in the ACFL and Washington Park. He presented Chief Bowers with a gift for an upcoming trip. Sedro-Woolley Police Chief Lin Tucker thanked and honored Chief Bowers for her many years of support and mentoring of law enforcement officers throughout the county. Richard Heidecker, Downtown Auxiliary Patrol Member Coordinator, thanked Chief Bowsers for her support of the auxiliary. Anthony Young thanked Chief Bowers for thoughtfully addressing tough and sensitive issues and for setting a fine example for law enforcement everywhere. Mayor Gere invited all present to join in cake and a reception for Chief Bowers in the Council Chambers immediately following the City Council meeting.

Ms. Lovelett acknowledged the March 31 retirement of Engineering Technician Jim Baldwin after forty years with the city. Mayor Gere acknowledged the recent retirement of Water Treatment Plant Operator Karl Frantz after thirty years with the city.

Public Comment

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

Consent Agenda

Mr. Adams removed Item 5d from the Consent Agenda. Mr. Walters removed Items 5c and 5h from the Consent Agenda. Ms. Lovelett moved, seconded by Ms. Pickett, to approve the following Consent Agenda items. The motion passed unanimously by voice vote.

a. Minutes of March 27, 2017
b. Approval of Claims in the amount of: $188,510.39
e. Findings of Fact, Conclusions of Law and Decision: CUP-2016-1005, Conditional Use Permit/Essential Public Facility (EPF) to permit an outpatient substance use and primary care medical service type of land use within an existing office building
f. Street Fair Applications: Art Walk Summer Pedestrian Plaza; Anacortes Farmers Market; Fueling Education Fun Run
g. Regional Water Contracts: Tesoro

The following vouchers/checks were approved for payment:
EFT numbers: 84362 through 84406, total $77,336.24
Check numbers: 84407 through 84446, total $87,319.42
Wire transfer numbers: 213622 through 214811, total $12,524.49

c. Contract Award: Downtown Sidewalks Phase 1 (17-028-TRN-001)

Mr. Walters observed that the packet materials did not indicate which sidewalks were addressed by the proposed contract and requested more information. Assistant Public Works Director Matt Reynolds indicated the contract was for 3rd Street sidewalks in preparation for overlay of 3rd Street later in the season. Mr. Reynolds said the sidewalk work was scheduled to complete in April prior to the overlay project scheduled to complete by Memorial Day weekend and indicated there was some urgency in awarding those contracts. Mr. Walters asked if there would be any parking changes along 3rd Street. He said it was important for councilmembers to have some idea of the scope of the project in order to approve contracts. Mayor Gere asked Public Works to bring back additional information for consideration at the next City Council meeting.

d. Contract Award: 2017 Asphalt Overlay Project (17-003-TRN-001)

Mr. Adams observed that the packet materials did not provide a list of what the $660K 2017 overlay project included. Mr. Reynolds said the overlay would cover Commercial Avenue from 2nd Street to 11th Street, 9th and 10th Streets between O Avenue and Q Avenue, and 8th and 3rd Streets from Commercial Avenue to Q Avenue. He reiterated that the work was scheduled to complete before Memorial Day weekend. Mr. Adams said it would be difficult for Council to approve the contract without a statement of the work included. Mayor Gere asked Public Works to bring back additional information for consideration at the next City Council meeting. Mr. Walters suggested establishing a minimum list of information required in the packet for approving contracts. Mr. Miller said that including in the packet the list of streets recited by Mr. Reynolds would be sufficient.

h. Contract Extension: Microsoft Volume Licensing Enterprise Agreement

Mr. Walters said he was prepared to approve the contract extension as presented but strongly urged spending more for Office 365 if that would purchase tools to increase staff productivity. He suggested moving to that platform at the next renewal. Finance Director Steve Hoglund said he did not believe the current Microsoft Office offering would continue to be available after the three-year extension and that the city would very likely transition to Office 365 at that point. Mr. Walters moved, seconded by Ms. Lovelett, to approve Consent Agenda Item 5h. The motion passed unanimously by voice vote.

OTHER BUSINESS

Ordinance 3002: Extending Temporary Amendment to Traffic and Parking on 6th Street and H Avenue during the Guemes Ferry Haul-Out

City Attorney Darcy Swetnam introduced Ordinance 3002 which would extend the temporary parking regulations adopted by Ordinance 3001 on February 13, 2017 through April 7, 2017 to accommodate the extended haul-out of the Guemes Island ferry. Ms. Lovelett encouraged staff to solicit feedback on the 2017 ferry haul-out parking plan from neighbors and ferry riders. Ms. Lovelett moved, seconded by Mr. Archibald, to approve **Ordinance 3002**. Mr. Walters inquired how the regulations adopted by Ordinance 3001 had worked. Police Chief John Small said the police department had received some complaints about parking but fewer than in previous years. Vote: Ayes – Pickett, Adams, Lovelett, Archibald, Miller and Walters. Motion carried.

There being no further business, at approximately 6:30 p.m. the Anacortes City Council meeting of April 3, 2017 was adjourned to a public retirement celebration for City of Anacortes Police Chief Bonnie Bowers in the Anacortes City Council Chambers.

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 April 10, 2017 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
212986	2/3/2017	106-6503370-9297015	08811	AMAZON.COM	SUPPLIES FOR SHOP STOCK	$92.86
214833	2/24/2017	113-8255949-5287463	08811	AMAZON.COM	ONE HOUR FAST CHARGER	$2.36
214064	2/27/2017	002-5081765-0365057	08811	AMAZON.COM	TROND HALO LED DESK LAMPS	$59.98
214870	2/28/2017	002-9676435-1046609	08811	AMAZON.COM	CELL PHONE CASES	$28.59
213679	2/28/2017	2655171	10526	KAUFMAN COMPANY, INC.	NITRILE GLOVES XXL	$179.96
214999	2/28/2017	Visa 6642	02896	VISA	CHAMBER OF COMMERCE MONTHLY LUNCH	$15.00
214828	3/1/2017	102-5271735-8775419	08811	AMAZON.COM	ICI STAINLESS NERF BARS FOR #174,	$483.54
214827	3/1/2017	102-6832429-6285033	08811	AMAZON.COM	3" ROUND ULTRABLACK NERF BAR FOR #176	$290.88
213798	3/1/2017	107-3252399-9067402	08811	AMAZON.COM	SUPPLIES FOR SHOP	$36.97
214829	3/2/2017	102-3918504-4519408	08811	AMAZON.COM	AIR HOSE FOR SHOP	$221.79
215034	3/2/2017	160566	01132	GREEN RIVER COMMUNITY COLLEGE	SAMPLE COLLECTION TECHNIQUES-T. IRVING	$200.00
213873	3/3/2017	102-1838066-3448264	08811	AMAZON.COM	PROPANE DECALS FOR #029	$50.74
213897	3/3/2017	103-4103438-1483436	08811	AMAZON.COM	I PHONE CASE FOR STEVE DOEBLER	$10.95
213899	3/3/2017	103-7431678-8585051	08811	AMAZON.COM	EMERGENCY SHOWERS & WASHING MACHINE DRAIN PAN	$1,432.71
213898	3/3/2017	103-9983111-3446659	08811	AMAZON.COM	6S CASE FOR REBECCA FOX	$9.95
214857	3/3/2017	62876	07231	HOME DEPOT	MEDIA ELECTRICAL WALLPLATE	$27.09
214217	3/7/2017	102-1486159-1779408	08811	AMAZON.COM	PARTS FOR SHOP STOCK	$15.84
214215	3/7/2017	102-2310894-2816202	08811	AMAZON.COM	PART FOR SHOP STOCK	$5.28
214218	3/7/2017	102-5135505-6963435	08811	AMAZON.COM	PARTS FOR SHOP STOCK	$60.15
214221	3/7/2017	102-5148065-7321807	08811	AMAZON.COM	PARTS FOR SHOP STOCK	$19.52
214223	3/7/2017	102-7021241-0035403	08811	AMAZON.COM	PART FOR SHOP #90009	$1,162.87

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
214219	3/7/2017	102-8412094-1079425	08811	AMAZON.COM	PART FOR SHOP #90009	$57.84
214226	3/8/2017	102-1401718-9293800	08811	AMAZON.COM	TOOL FOR SOLID WASTE DEPT	$48.90
214224	3/8/2017	102-9094903-0194611	08811	AMAZON.COM	TOOLS FOR SOLID WASTE DEPT	$90.60
214100	3/8/2017	116-6677022-4428232	08811	AMAZON.COM	PAPER TOWELS FOR WWTP	$122.64
214081	3/8/2017	65473764	00148	ANACORTES CHAMBER OF COMMERCE	LICENSING FEES FOR VEH #176	$49.75
214832	3/9/2017	102-0940185-0721860	08811	AMAZON.COM	WHELEN ENGINEERING GROMMET KIT FOR #174	$14.30
214211	3/9/2017	102-3091248-7435467	08811	AMAZON.COM	PARTS FOR VEH #174,#177 & SHOP STOCK	$404.95
214212	3/9/2017	102-4122800-2300209	08811	AMAZON.COM	PARTS FOR VEH #174 &177	$16.95
214205	3/9/2017	65512446	00148	ANACORTES CHAMBER OF COMMERCE	LICENSING FEES FOR VEH #177	$49.75
214841	3/10/2017	265128	02896	VISA	TECHNICAL RESCUE MANUAL	$77.00
214750	3/11/2017	109-7201179-3082600	08811	AMAZON.COM	TALL GARBAGE BAGS	$27.34
215074	3/13/2017	871990-00	06706	PACIFIC POWER GROUP, LLC	TROUBLESHOOT & REPAIR PROBLEM AT WWTP PUMP STATION #5 GENERATOR	$998.91
215075	3/13/2017	872129-00	06706	PACIFIC POWER GROUP, LLC	TROUBLESHOOT & REPAIR PROBLEM AT WWTP PUMP STATION #17 GENERATOR	$914.61
214819	3/14/2017	002-4885986-0970627	08811	AMAZON.COM	CABLE/CLAMPS/RINGS	$105.62
214485	3/14/2017	103-0180379-8357811	08811	AMAZON.COM	SHARPIE MARKERS	$7.11
214773	3/15/2017	103-6002886-4930629	08811	AMAZON.COM	PERMANENT MARKERS	$7.48
214762	3/16/2017	105-3433780-5685038	08811	AMAZON.COM	D BATTERIES	$12.44
214935	3/16/2017	3323095	00717	DAILY JOURNAL OF COMMERCE	ASPHALT OVERLAY PROJECT ADVERTISEMENT	$328.90
214938	3/16/2017	3323096	00717	DAILY JOURNAL OF COMMERCE	BLUE HERON RESERVOIR PROJECT ADVERTISEMENT	$496.80
214843	3/16/2017	66001069	08912	EBAY OR PAYPAL	REPLACEMENT DRAWER PULLS 29-1	$12.60
214934	3/17/2017	3323143	00717	DAILY JOURNAL OF COMMERCE	FIBER BUILD PROJECT ADVERTISEMENT	$897.00
214481	3/17/2017	65795291	00148	ANACORTES CHAMBER OF COMMERCE	LICENSING FOR VEH #034, #179, & #180	$147.75
214490	3/19/2017	108-8705986-1125029	08811	AMAZON.COM	WOOD DESK ORGANIZERS	$159.96
214521	3/20/2017	002-1106329-4474602	08811	AMAZON.COM	BLACKJACK HELMET STRAP SYSTEM	$92.00

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214932	3/20/2017	0188-480282	03816	CONSOLIDATED ELECTRICAL	HANDI FOAM FOR FIBER PROJECT	$11.52
214488	3/20/2017	108-0829204-8657828	08811	AMAZON.COM	PAPER CLIPS SMOOTH EDGE	$7.61
214845	3/20/2017	30099	02896	VISA	BREAK-AWAY SAFETY VESTS	$44.50
214745	3/20/2017	38029869	01616	LOWE'S BUSINESS ACCOUNT/GEMB	HARD HAT HEADLAMPS	$130.61
214545	3/21/2017	102-9424695-7609028	08811	AMAZON.COM	DEE ZEE POWDER COAT SIDE STEPS #180	$123.55
214919	3/21/2017	A1209048	02405	SEBO'S DO-IT CENTER	FIBER, SEALANT FOR BOXES	$52.90
214847	3/21/2017	E1581157	06347	WITMER PUBLIC SAFETY GROUP INC	5 ANNUAL AWARD ITEMS	$147.94
214918	3/22/2017	5041384MB	01530	LAKESIDE INDUSTRIES, INC.	EZ STREET ASPHALT	$700.74
214744	3/22/2017	55206012	01616	LOWE'S BUSINESS ACCOUNT/GEMB	PIPE FITTINGS FOR FILTER #8 SAND	$45.97
214995	3/22/2017	72265	08233	NATIONAL ENVIRONMENTAL	40 HR. ONLINE HAZWOPER TRAINING FOR	$1,300.00
214900	3/22/2017	8121997876	09706	SHRED-IT USA, LLC	OLD RECORDS DESTROYED	$42.35
214876	3/22/2017	8122001471	09706	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL	$36.30
215053	3/22/2017	A1209280	02405	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - W.T. PRESTON	$15.17
214908	3/23/2017	0109063	06543	PACIFIC TIRE COMPANY, INC	SERVICE TO VEH #514	$85.72
214907	3/23/2017	0109078	06543	PACIFIC TIRE COMPANY, INC	SERVICE TO VEH #170	$71.61
214961	3/23/2017	114-5120499	04834	UNITED SITE SERVICES, INC	INTAKE STATION-2/22-3/21/17-PORTAPOTTEE	$79.03
214863	3/23/2017	12429	09907	SKAGIT REGIONAL CLINICS	PHYSICAL, RESPIRATORY, DRUG FOR ZELLER	$147.00
214862	3/23/2017	21204	00841	ECONOWASH LAUNDRY & DRY	MARCH LAUNDRY	$1,211.40
214922	3/23/2017	217030154	05771	ALERT-ALL CORPORATION	PLASTIC HELMETS FOR PUB-ED PROGRAMS	$488.25
214747	3/23/2017	27299120	01616	LOWE'S BUSINESS ACCOUNT/GEMB	HARDWARE FOR YARD SHED DOOR	$21.06
214746	3/23/2017	472936899	01616	LOWE'S BUSINESS ACCOUNT/GEMB	BATTERIES FOR GENERATOR PANELS	$70.31
214988	3/24/2017	007228169	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM COLLAR BRASS; CHIEF SMALL	$30.81
214989	3/24/2017	137640	02280	SCOTT RICHARDS INSURANCE, INC	ADD VEHICLES TO AUTO INSURANCE	$665.89
214990	3/24/2017	137641	02280	SCOTT RICHARDS INSURANCE, INC	COMMERCIAL PROPERTY INS - WATER PIPELINES	$880.00
214861	3/24/2017	3/24/16	02896	VISA	SUBSISTENCE EVIP TRAINING: WALSH,	$84.36
214957	3/24/2017	6001870749	09800	ENDRESS + HAUSER, INC	PH PROBE	$641.82
215032	3/24/2017	719608	00306	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE	$584.78
214928	3/24/2017	779	00645	CONSTRUCTION UNLIMITED INC	CAP SANTE MARINE PROJECT: DITCH CLEANUP	$5,585.15
214956	3/24/2017	9397126633	03120	GRAINGER	CUTTER BLADES	$82.57
214849	3/24/2017	A1210038	02405	SEBO'S DO-IT CENTER	FASTENERS FOR SHOP	$2.81
214920	3/24/2017	G961271	02027	HD SUPPLY WATERWORKS	FIBER, BREAK OUT SADDLES	$1,560.25

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
215004	3/24/2017	K90353/2	02515	SKAGIT FARMERS SUPPLY	25 BAGS OF TURFACE MVP (50#) COARSE	$311.67
214895	3/24/2017	WAANA89806	00939	FASTENAL CO	UNIVERSAL SPRING SNAPS	$174.53
214850	3/25/2017	001-364303	02109	PISTON SERVICE OF ANACORTES	FILTER FOR #851	$5.78
214903	3/25/2017	21203	00841	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING	$345.30
214791	3/25/2017	644514630	04308	COSTCO WHOLESALE CORPORATION	64 DURACELL AAA BATTERIES - IT	$32.53
214790	3/25/2017	A115434/1	00021	ACE HARDWARE	SOAP, SPONGES - WA PARK	$25.44
214751	3/26/2017	105-2553588-0620214	08811	AMAZON.COM	9 VOLT BATTERIES	$16.22
214774	3/26/2017	105-6469913-0910638	08811	AMAZON.COM	HEFTY GARBAGE BAGS	$13.78
214486	3/26/2017	108-1345506-4172223	08811	AMAZON.COM	C BATTERIES	$10.89
214764	3/26/2017	114-0441506-5073858	08811	AMAZON.COM	AA BATTERIES	$13.57
215069	3/26/2017	9782907563	02879	VERIZON WIRELESS	CELLULAR SERVICE FOR SCADA MODEMS -	$491.46
214987	3/27/2017	007238405	00368	GALLS LLC - DBA BLUMENTHAL UNI	UNIFORM PANT; CORP LEETZ	$112.82
214869	3/27/2017	0203790-IN	02260	REISNER DISTRIBUTOR INC	PHILLIP XC AVIATION HYD FOR #135	$24.52
215051	3/27/2017	1171224	02450	SIGNATURE FORMS, INC	SHIPPING SHELF RELEASE OF REG ENVELOPES	$18.39
214867	3/27/2017	292695	02549	SMILEY'S INC	BALL, SHANK, CAP FOR #170	$98.41
215030	3/27/2017	719640	00306	BAYSHORE OFFICE PRODUCTS INC	FILE DRAWER,ADJUSTABLE DESK	$687.86
214704	3/27/2017	85539157	02798	ULINE, INC.	HEAVY DUTY POLY TUBING, CABLE TIES	$589.05
215054	3/27/2017	B360077	02405	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - W.T. PRESTON	$18.43
215087	3/27/2017	ORDER5097878	00932	FERGUSON ENTERPRISES, INC	DEPOSIT FOR PARTS ON ORDER	$91.84
214960	3/27/2017	WAANA89812	00939	FASTENAL CO	HALF SLOT STRUT CHANNELS AND PIPE CLAMPS	$1,659.76
214852	3/28/2017	001-364490	02109	PISTON SERVICE OF ANACORTES	31-SERIES KWIK CONNECTORS FOR #050	$56.77
214851	3/28/2017	001-364504	02109	PISTON SERVICE OF ANACORTES	FILTER FOR STOCKING SHOP	$4.83
214866	3/28/2017	001-364531	02109	PISTON SERVICE OF ANACORTES	RUBBER AIR BRAKE #511	$10.18
214898	3/28/2017	0037651-IN	02199	PUGET SAFETY EQUIPMENT	CONFINED SPACE METER LINE FILTERS	$42.86
214906	3/28/2017	0109242	06543	PACIFIC TIRE COMPANY, INC	TIRE FOR SHOP STOCK	$358.25
214884	3/28/2017	102-0550720-9969863B	08811	AMAZON.COM	PHONE CASE-GALAXY S6 - DON/PAUL	$26.57
214771	3/28/2017	105-3835959-4693817	08811	AMAZON.COM	AAA BATTERIES	$6.91
214776	3/28/2017	107-9798995-1880246	08811	AMAZON.COM	BATHROOM TISSUE	$41.63
214853	3/28/2017	1095963322	02193	FERRELLGAS	PROPANE STOCK AUTOGAS DISPENSER	$732.75
214998	3/28/2017	16121074	05523	PACIFIC POWER BATTERIES	LIBRARY UPS BATTERIES	$120.89
214967	3/28/2017	253-004-9336-0614005	07909	FRONTIER COMMUNICATIONS	APD DS1 LINES	$357.65

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
214965	3/28/2017	253-006-0176-1214945	07909	FRONTIER COMMUNICATIONS	APD DS1 LINES / ADDL LINE	$369.18
214971	3/28/2017	253-009-1310-0919005	07909	FRONTIER COMMUNICATIONS	APD FRAME RELAY	$84.22
214968	3/28/2017	253-011-6037-1018005	07909	FRONTIER COMMUNICATIONS	APD VOICE GRADE CIRCUITS	$40.38
215045	3/28/2017	300141143	01443	KCDA PURCHASING COOPERATIVE	POCKET FILES & SPRAL NOTEBOOKS - H/R	$60.30
215047	3/28/2017	300141273	01443	KCDA PURCHASING COOPERATIVE	7 REAMS OF VARIOUS COLORED PAPER - WA	$35.96
214929	3/28/2017	360-293-0327-0122885	07909	FRONTIER COMMUNICATIONS	CITY MAIN PHONE 3/28-4/27/17	$665.42
214941	3/28/2017	360-293-3725-05113-5	01023	FRONTIER BUILDING SUPPLY	DEPOT PHONES - 3/28/17-4/27/17	$56.42
214933	3/28/2017	360-293-4224-1011005	07909	FRONTIER COMMUNICATIONS	MUNICIPAL COURT FAX 3/28/17-4/27/17	$91.23
214969	3/28/2017	360-293-4900-0912865	07909	FRONTIER COMMUNICATIONS	APD BAC LINE	$75.31
215049	3/28/2017	360-293-5868-1006005	07909	FRONTIER COMMUNICATIONS	APD ADDL PHONE LINE	$333.96
215028	3/28/2017	360-299-2484-0726025	07909	FRONTIER COMMUNICATIONS	LIBRARY PHONE	$51.90
214966	3/28/2017	360-299-6615-0615165	07909	FRONTIER COMMUNICATIONS	APD 911 LINE	$53.93
214970	3/28/2017	360-588-1422-0822015	07909	FRONTIER COMMUNICATIONS	APD BUSINESS LINE	$285.58
214953	3/28/2017	3602930161	07909	FRONTIER COMMUNICATIONS	STA 2 FAX - 3/280-4/27	$69.12
214952	3/28/2017	3602936955	07909	FRONTIER COMMUNICATIONS	GUEST INTERNET LINE	$66.77
214951	3/28/2017	3602939063	07909	FRONTIER COMMUNICATIONS	STA 3 PHONE/FAX: 3/28 - 4/27	$69.57
214914	3/28/2017	37001198811	02342	SAFEWAY INC	EGG DASH SUPPLIES	$23.97
214931	3/28/2017	41600222770	02909	LES SCHWAB TIRE CENTERS	PART FOR VEH #831	$28.88
214890	3/28/2017	5403640176	02816	UNITED STATES POSTMASTER	POSTAGE	$9.85
214888	3/28/2017	89857	00939	FASTENAL CO	FASTENERS	$2.35
214842	3/28/2017	916569752001	01962	OFFICE DEPOT, INC.	PENS, BINDER CLIPS, EXPAND FOLDERS - H/R	$83.12
214894	3/28/2017	98980000008	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS FOR WWTP	$10.00
214939	3/28/2017	A1211110	02405	SEBO'S DO-IT CENTER	SOLID PIPE FOR FIBER PROJECT	$17.97
214887	3/28/2017	A1211232	02405	SEBO'S DO-IT CENTER	CLEANING SUPPLIES	$21.54
215002	3/28/2017	AN47549	00524	CENTRAL WELDING SUPPLY CO, INC	1.45% METHANE NON-REFILLABLE	$194.36
215024	3/28/2017	AN49462	00524	CENTRAL WELDING SUPPLY CO, INC	COMPRESSED GAS-CALLIBRATION GAS	$272.89
214889	3/28/2017	B360183	02405	SEBO'S DO-IT CENTER	FASTENERS	$3.30
214886	3/28/2017	C277993	02405	SEBO'S DO-IT CENTER	REPLACEMENT OF CHAIN SAW	$499.10

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
214930	3/29/2017	001-364683	02109	PISTON SERVICE OF ANACORTES	PART FOR SHOP STOCK	$14.47
214885	3/29/2017	102-0550720-9969863A	08811	AMAZON.COM	SURFACE CASE & MISC OFFICE SUPPLIES	$89.96
214973	3/29/2017	1036751	02519	SKAGIT PUBLISHING LLC	PUBLISH AA-1598562 AA-1598570 AA-1598591	$385.70
215067	3/29/2017	10668410	03072	WILBUR-ELLIS COMPANY, LLC	FERTILIZER - ALL PARKS	$3,937.47
215003	3/29/2017	12925	02670	SUNLAND BARK & TOPSOILS	REF FINE BARK	$71.61
214913	3/29/2017	132338	10461	ABP TECH	WALL MOUNT KEYBOARD READER	$10,140.13
215077	3/29/2017	1536832	00632	MILES SAND & GRAVEL CO.	CRUSHED ROCK, GRAVEL FOR FIBER PROJECT	$313.32
215023	3/29/2017	18518	06562	WESTERN SYSTEMS REFUSE &	CAMERA REPAIRS - WAS SHORTING OUT,	$543.98
214947	3/29/2017	197849	02389	SEAWESTERN, INC.	REPLACEMENT COVERALLS - ANNUAL ORDER	$6,773.11
214924	3/29/2017	1990095958	06718	ARAMARK	STA 3 MAT SERVICE: 3/29	$21.70
214872	3/29/2017	2489846277 5	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - MARCH	$3,205.65
214943	3/29/2017	300-10022250	05987	ALL BATTERY SALES & SERVICE	SUPPLIES FOR SHOP STOCK	$92.07
214964	3/29/2017	32917	00180	ANACORTES TOWING LLC	TOWING; APD CASE #17-A02107	$162.75
214891	3/29/2017	49821342	03935	NEMETH, TERRY	FIBER -SPRAY FOAM	$32.42
215056	3/29/2017	5041463MB	01530	LAKESIDE INDUSTRIES, INC.	CRUSHED ROCK - ACE OF HEARTS PARK	$72.09
214986	3/29/2017	80006	09623	RED ROBIN	LUNCH - JIM RAINS & B TOTTENHAM	$21.07
214896	3/29/2017	AR65821	09741	ELECTRONIC BUSINESS MACHINES	COPIES FOR WWTP	$192.86
214937	3/30/2017	0183738	00950	FIDALGO BAY COFFEE INC	10 LBS. COFFEE 3/30	$93.00
214899	3/30/2017	040117	00955	FIDALGO CLEANING	CLEANING & SUPPLIES; 4/1/17-4/15/17	$700.00
214983	3/30/2017	102-4105067-9193867	08811	AMAZON.COM	WIRELESS HEADSET BUNDLE - PAUL - BLDG	$240.83
214912	3/30/2017	112-0055440-6310838	08811	AMAZON.COM	2000 BLANK BUSINESS CARDS	$43.90
214982	3/30/2017	112-9115265-5575466	08811	AMAZON.COM	LABEL MAKER POWER SUPPLY CHARGER - IT	$8.99
215076	3/30/2017	1412-U01	00369	BLYTHE PLUMBING & HEATING INC	HVAC PREVENTATIVE MAINTENANCE - CITY HALL	$889.70
214926	3/30/2017	1990098096	06718	ARAMARK	STA 2 MAT SERVICE: 3/30	$21.70
214927	3/30/2017	1990098097	06718	ARAMARK	STA 1 MAT SERVICE: 3/30	$21.70
214902	3/30/2017	1990098102	06718	ARAMARK	NYLON MATS CLEANED	$16.28
214936	3/30/2017	1990098107	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	$66.81
214904	3/30/2017	1990098108	06718	ARAMARK	NYLON MAT CLEANING- OPERATIONS	$23.07
214925	3/30/2017	2016-1182	10301	GONZALES LANDSCAPING &	LANDSCAPE MAINTENANCE - MARCH 2017	$5,425.00
215042	3/30/2017	300142381	01443	KCDA PURCHASING COOPERATIVE	100 - 6 X 9 CATALOG ENVELOPES - H/R	$8.16
214981	3/30/2017	67023265	10094	GOOD TO GO!	TOLL CHARGE FOR TRAVEL TO KENT - ENGR	$2.75
214901	3/30/2017	720328	00306	BAYSHORE OFFICE PRODUCTS INC	PRINTER TONER - RECORDS DEPT	$128.02
214991	3/30/2017	88395	05523	PACIFIC POWER BATTERIES	LIBRARY UPS BATTERIES	$638.57

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
214958	3/30/2017	92066147	01061	CHEMTRADE CHEMICALS US LLC	ALUM SULFATE	$4,751.02
215055	3/30/2017	A00610	02405	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - W.T. PRESTON	$34.70
214985	3/30/2017	A00671	02405	SEBO'S DO-IT CENTER	CABLE/WIRE ROPE CLIPS	$17.53
215026	3/30/2017	April	02385	SCOTT MILO GALLERY/FRAMEMAKER	APRIL ARTWALK ADVERTISING - DEPOT	$70.00
214963	3/30/2017	MV162220	01801	MOTOR TRUCKS INC	PARTS FOR VEH #511	$319.59
215015	3/30/2017	xxxxx2	10346	IMPORTED P CARD TRANSACTION	Inf:ALASKA AIRLINES-ALASKA AIR 0277960529495	$166.40
214984	3/30/2017	xxxxx4	10346	IMPORTED P CARD TRANSACTION	Inf:BUSINESS SERVICES -OTHER-ACT*ACCIS	$250.00
214962	3/31/2017	001-364900	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #170	$7.60
214946	3/31/2017	002354	08501	COASTAL FARM &	RUBBER RAIN BOOT FOR JOE FERRIS (RAIN	$121.73
215025	3/31/2017	10082340	10069	NAVIA BENEFIT SOLUTIONS	MARCH, FLEXIBLE SPENDING PARTICIPANT FEE	$112.05
215035	3/31/2017	1112937	09723	DISA GLOBAL SOLUTIONS INC	VAN POOL AUDIO TESTING HELD ON MARCH 28	$1,431.00
215016	3/31/2017	113-3587744-8625809	08811	AMAZON.COM	APD VIDEO CAMERA	$1,344.86
215017	3/31/2017	113-8704615-5830628	08811	AMAZON.COM	APD VIDEO CAMERA	$1,946.85
214916	3/31/2017	15-005-TRN-005	02383	SCIMITAR CONSTRUCTION	RETAINAGE RELEASE	$17,340.37
215029	3/31/2017	200000667218	02192	PUGET SOUND ENERGY	ELECTRICITY - LIBRARY 10TH & M STREET LIGHT	$83.69
214955	3/31/2017	214955	00306	BAYSHORE OFFICE PRODUCTS INC	FRAME 11X14 GENOVA ITEM DAXN4100S3T	$29.18
215036	3/31/2017	240414	08765	A WORKSAFE SERVICE INC	CDL FOLLOW-UP TESTS	$145.00
215058	3/31/2017	420492	00306	BAYSHORE OFFICE PRODUCTS INC	LETTER LAMINATE POUCHES - PLANNING	$43.38
214921	3/31/2017	5041383MB	01530	LAKESIDE INDUSTRIES, INC.	DUMP FEES / GRAVEL & ROCK	$965.63
214954	3/31/2017	720404	00306	BAYSHORE OFFICE PRODUCTS INC	MARKER SHARPIES FOR POSTERS	$7.15
215021	3/31/2017	8561 00001 55986	07231	HOME DEPOT	IT OFFICE DOOR BOLT	$11.15
214992	3/31/2017	A01425	02405	SEBO'S DO-IT CENTER	MARITIME WIFI	$5.34
215070	3/31/2017	CL59255	02260	REISNER DISTRIBUTOR INC	VEHICLE FUEL MARCH	$17,363.99
215000	3/31/2017	LTAC 2% ferry COC	00148	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER 2% FERRY REIMBURSE	$8,097.20
214972	3/31/2017	US-PSI-573397	09898	SOFTWAREONE INC	OFFICEPRO PLUS SOFTWARE LICENSE	$26,105.10
215018	4/1/2017	113-3587744-8625809	08811	AMAZON.COM	APD VIDEO CAMERA	$1,344.86
214959	4/1/2017	1800752-0043-6	02997	WASTE MANAGEMENT	MARCH - WTP - SOLID WASTE	$135.12
215057	4/1/2017	360-293-1900-0122885	07909	FRONTIER COMMUNICATIONS	CITY MAIN PHONE	$416.58
215037	4/1/2017	5047876437	01351	RICOH USA, INC	S/N C86152062 HR COPIES 3/1-3/31	$20.60

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
215038	4/1/2017	5047876512	01351	RICOH USA, INC	CITYWIDE COPIES 1/1-3/31/17	$552.82
215033	4/1/2017	5047877629	01351	RICOH USA, INC	S/N C86086497 PUB DEF COPIES 1/1-3/31/17	$35.54
215059	4/1/2017	530	02141	PORT OF ANACORTES	DOCK RENTAL QD-13 QD-23 & QD-27	$98.88
214940	4/1/2017	800	10520	MIN-NS	APRIL SERVICE	$130.20
215006	4/1/2017	808876	08818	REECE, STORMIE	MONTHLY DEPOT CLEANING - MARCH 17	$484.00
215066	4/1/2017	8292	02141	PORT OF ANACORTES	MOORAGE - QUARTERLY - SPACE QD-01A	$66.60
215060	4/1/2017	983	02141	PORT OF ANACORTES	DOCK RENTAL - QD-19	$32.96
215061	4/1/2017	984	02141	PORT OF ANACORTES	DOCK RENTAL - QD24	$32.96
215062	4/1/2017	985	02141	PORT OF ANACORTES	DOCK RENTAL - QD-21	$32.96
215063	4/1/2017	986	02141	PORT OF ANACORTES	DOCK RENTAL - QD-22	$32.96
215064	4/1/2017	987	02141	PORT OF ANACORTES	DOCK RENTAL	$32.96
215065	4/1/2017	989	02141	PORT OF ANACORTES	Doc rental - QD-25	$32.96
214945	4/2/2017	002353	08501	COASTAL FARM &	RUBBER RAIN BOOTS FOR BRENT CHRISTENSEN	$121.73
215022	4/2/2017	050144	10184	US BANK	PER DIEM LUNCH INTERNAIONAL FERRY FUN - ALEXANDER S COFFEE	$8.92
215044	4/2/2017	14001868090	02090	PETTY CASH FUND	SUPPLIES - MHC	$10.85
215085	4/2/2017	300494935	10346	IMPORTED P CARD TRANSACTION	COMMUTER TRANSPORT/INTERNATIONAL FERRY	$53.65
215090	4/2/2017	8498 30 017 0319913	04412	COMCAST	LIBRARY INTERNET ACCESS 4/9-5/8/17	$170.70
215046	4/2/2017	A02487	02405	SEBO'S DO-IT CENTER	MAINTENANCE - CARNEGIE	$23.86
214997	4/3/2017	1990102107	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	$74.03
215068	4/3/2017	200000667101	02192	PUGET SOUND ENERGY	ELECTRICITY - LIBRARY	$2,688.76
215048	4/3/2017	200012505505 wtp	02192	PUGET SOUND ENERGY	14489 RIVER BEND RD.-MARCH ELECTRICITY	$67,289.26
215050	4/3/2017	200024889996 intake	02192	PUGET SOUND ENERGY	14301 AVON ALLEN RD.-INTAKE- MARCH	$356.91
214994	4/3/2017	88717290	03123	XEROX CORPORATION	XEROX COLOR CUBE PRINTER USAGE 2/21-3/21/17	$114.05
215005	4/3/2017	911877/1	00021	ACE HARDWARE	CLEANING SUPPLIES - DEPOT	$11.20
215052	4/3/2017	A03285	02405	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - W.T. PRESTON	$28.74
215027	4/3/2017	bld-2017-0048 & 0049	10330	LANDED GENTRY	STORMWATER GFC REFUND	$2,816.12
215086	4/3/2017	xxxxx2	10346	IMPORTED P CARD TRANSACTION	Inf:HARDWARE STORES-ANACORTES HENERY HARDWAR	$59.61
215040	4/4/2017	912374/1	00021	ACE HARDWARE	CHECK VALVE	$16.59
215088	4/5/2017	17-030-PLN-002	00645	CONSTRUCTION UNLIMITED INC	RETAINAGE RELEASE	$1,232.08
214974	4/18/2017	300000006951	02192	PUGET SOUND ENERGY	STREET LIGHTS	$16,804.93

Total **$245,112.63**

City Council Agenda Bill

Meeting Date: 4/10/2017 **Agenda Item**: 5c

Subject: Consent to Award Contract to Quality Controls Corporation to Provide On-Call SCADA and PLC Services for the Water Treatment Plant

Staff Contact: Fred Buckenmeyer

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

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
X	Contract Modification No. 2
	Public Hearing
	Staff Report

Summary Statement: Staff requests consent to issue a contract modification to extend the current on-call contract through 12/31/2018 and increase the total contract price from $27,000.00 by $60,000.00 to a total of $87,000.00. Quality Controls Corporation will provide professional services on an on-call basis, to troubleshoot, repair, modify and/or restore function of the automated instrumentation and control system at the Water Treatment Plant (WTP) or at any of its sites.

Background: Quality Controls Corporation is the sole source for PLC and SCADA system development and maintenance at the WTP.

Budget Impact	
Amount Budgeted	$5,224,000.00
Budget Account (BARS)	401.000.594.34.63
Proposed Expenditure	$60,000.00
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Quality Controls Corp.
Amount	$60,000.00
Start Date	Inception
End Date	12/31/2018

Previous Council/Committee Action: Quality Controls Corporation was designated sole source for PLC and SCADA system development and maintenance at the WTP via Resolution 1930.

Competing Viewpoints Considered: N/A

Recommended Motion: I move the City Council provide consent to issue a modification to Quality Controls Corporation under Contract 15-010-WTR-001 in the amount of $60,000.00 for a total contract amount of $87,000.00

Alternative Actions: N/A

Attachments (listed in order presented): Modification 2 to Contract 15-010-WTR-001

AGREEMENT NUMBER 15-010-WTR-001
MODIFICATION 02

Date April 3, 2017

Page 1 **of** 2 **Pages**

Task Order No.	**15-010-WTR-001**
Task Order Title	**On-Call SCADA & PLC Services at the WTP**
Prime Contractor	**Quality Controls Corporation**

BACKGROUND

This modification is issued in accordance with Article 17, Changes/Additional Work. The Contract price will increase from $27,000.00 by $60,000.00 to $87,000.00 in support of SCADA and PLC on-call requirements that may arise at the Water Treatment Plant (WTP). This modification also extends the Agreement through December 31, 2018.The Agreement is hereby modified as follows:

Article 1. Scope of Work

Revise the second paragraph to read:

> "For the period January 1, 2017 through December 31, 2018, the Consultant shall continue to provide on call services as described under Exhibit A."

Article 2. Price

Revise to read:

> "The services provided under this Agreement shall be reimbursed on a time and materials basis for a total not-to-exceed price of **Eighty-Seven Thousand Dollars ($87,000.00).** Payment terms are set forth under Article 4 Payment Terms."

Article 3. Period of Performance

Revise the first paragraph to read:

> "The period of performance is from inception through December 31, 2018."

Article 4. Payment Terms

Delete in its entirety and insert the following:

> "Progress payments for services provided from inception through December 31, 2016 shall be made in accordance with rate information provided in attached **Exhibit B**. Progress payments for services provided from January 1, 2017 through January 31, 2017 shall be made in accordance with attached **Exhibit B-1**. Compensation for the year 2018 shall be negotiated and mutually agreed upon and incorporated into this Agreement by use of an Amendment.
>
> The Exhibits referenced above are hereby incorporated by reference and made a part hereof. Services subject to this Agreement are not regulated by State prevailing wage law. Only material charges are subject to sales tax.
>
> Progress payments will be allowed no more frequently than monthly and allow 30 calendar days from receipt of the invoice for payment."

CITY OF ANACORTES	**QUALITY CONTROLS CORPORATION**
By ______________________________	By ______________________________
Laurie Gere, Mayor	Signature
Date______________________________	Printed Name______________________
	Title ____________________________
	Date______________________________

FOR GOVERNMENT USE ONLY

Original Agreement Amount	$27,000.00	Original Contract Completion Date	12/31/2016
Current Agreement Amount	$27,000.00	Current Contract Completion Date	12/31/2017
Change Per this Modification	$60,000.00	Net Change	365 Days
Total After Modification	$87,000.00	Contract Completion Date After Change	12/31/2018

Approved

____
Project Manager Date

Approved

____
Public Works Director Date

Approved

____
Finance Date

SCADA & PLC
ON-CALL REPAIR SERVICES
WATER TREATMENT PLANT (WTP)
EXHIBIT A
STATEMENT OF WORK
Contract 15-010-WTR-001

The Contractor shall provide professional services to the City of Anacortes, on an on-call basis, to troubleshoot, repair, modify and/or restore function of the automated instrumentation and control system at the Water Treatment Plant (WTP) located at 14489 River Bend Road, Mount Vernon, WA 98273 or its Intake Pump Station at 14301 Avon-Allen Road, Mount Vernon, WA 98273.

Contractor services may consist of preventive maintenance, minor upgrades, troubleshooting, and emergency repairs and replacements as necessary of the City's WTP utilities control and telemetry systems. The control systems in operation at WTP are Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controllers (PLCs).

Emergency situations could include assistance in activating the back-up server. For purposes of this Agreement, emergency is defined as unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. In addition, the City may declare an emergency if data acquisition and/or reporting functions are malfunctioning if the situation precludes the City from meeting strict adherence to reporting requirements set forth by the Department of Ecology. The City Project Manager or designee will declare whether an emergency situation exits.

The Contractor shall provide a response within four (4) hours to emergency situations and if onsite personnel are required, such personnel shall be onsite no later than 24-hours from the time the City places the call. It is understood that remote support is effective in many instances; but if not, onsite support is expected. If the Contractor does not meet these terms in support of emergency situations the applicable service fees shall be significantly discounted (See Exhibit B).

Normal working hours are 7 a.m. to 5:00 p.m. It is expected that non-emergency work shall be provided during normal working hours.

Quality Controls Corporation

5015 208th. St. S.W. Suite 1-B
Lynnwood, Washington 98036
Phone (425) 778-8280
Fax (425) 778-4541

Quality Controls Corporation Labor Rates, 2017

Service	
Project Manager:	$150.00 / hr.
Senior Controls Engineer:	$155.00/ hr.
Controls Engineer:	$145.00 / hr.
Instrument/Startup Technician:	$105.00 / hr.
Panel Fabricator:	$80.00 / hr.
Documentation & Clerical:	$65.00 / hr.

Hourly rates above are given for the hours from Monday through Friday, 7:00 a.m. to 5:00 p.m.

Hourly rates for weekdays in excess of 8 hours per day, 40 hours per week, or outside normal business hours listed above will be charged at 1.5 times the normal hourly rate.

Hourly rates for weekends and holidays will be charged at 2 times the normal hourly rate.

Emergency services are defined as work performed outside of the normal business hours and requested with less than 24 hours notice. A $500.00 dispatch fee is charged for Onsite Emergency Services provided without a current services contract. This fee is in addition to the hourly rate in effect at the time of service.

Travel time is billed portal-to-portal at the hourly rate in effect at the time of travel, unless a valid service contract is in effect. Vehicle and meal expenses are included in the hourly rate for travel within 100 miles of our Lynnwood, WA office.

City Council Agenda Bill

Meeting Date: 4/10/2017 **Agenda Item**: 7a

Subject: Emergency Declaration – 8th Street Sanitary Sewer Main Repair/Replacement between 8th and 9th Streets and N and O Avenues

Staff Contact: Fred Buckenmeyer

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

Action Type	
	Ordinance No.
	Code Revision?
X	Resolution No. 1986
X	Contract 17-045-SEW-001
	Public Hearing
	Staff Report

Summary Statement: Pursuant to RCW 39.04.280, City Staff seeks an emergency declaration from City Council regarding the repair/replacement of a sanitary sewer main located in the alley between 8th and 9th Streets and N and O Avenues. Resolution No. 1986 submitted for approval further states that the Council authorizes the Public Works Director, Finance Director, and Mayor to proceed without solicitation of bids to contract for construction of the repair/replacement of approximately 30 linear feet of sanitary sewer pipe at said location.

Background: On or about March 30th, 2017, a sewer back-up was reported at the location described above which resulted from a collapsed sanitary sewer (SS) main. The damage to the SS main occurred because the pipe was an ageing clay pipe, and the damage presented an imminent potential for total failure and property damage. This event falls within the definition of an emergency as set forth under RCW 39.04.280.

Budget Impact	
Amount Budgeted	$2,918,000.00
Budget Account (BARS)	440.000.594.35.63
Proposed Expenditure	NTE $25,000
Budget Amendment Required?	No
Revenue Source	City Funds

Proposed Contract	
Contractor	Carman's Construction
Amount	NTE $25,000
Start Date	Ratified
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move to approve Resolution No. 1986 and award a contract to Carman's Construction for the above-referenced work.

Alternative Actions: N/A

Attachments: (1) Resolution No. 1986, (2) PO No. 17-045-SEW-001

CITY OF ANACORTES

RESOLUTION NO. 1986

A RESOLUTION of the City of Anacortes, Washington, relating to public works; making findings pursuant to RCW 39.04.280; declaring an emergency and authorizing the Public Works Director and Finance Director, under the supervision of the Mayor, to acquire replacement of damaged sanitary sewer main located in the alley between 8th and 9th Streets and N and O Avenues, without solicitation of bids; and authorizing the Public Works Director, Finance Director and Mayor to carry out this authorization.

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

Section 1. Recitals and Findings. The City Council of the City of Anacortes hereby makes the following findings:

1.1 The City's sanitary sewer system which includes over 100 miles of sanitary sewer lines is the responsibility of the City to maintain.

1.2 On or about March 30, 2017, a sewer backup was reported in the alley between 8th and 9th Streets and N and O Avenues.

1.3 A video investigation was conducted which revealed that the ageing clay sanitary sewer main collapsed and was significantly damaged; a state of imminent potential for total failure causing property damage and becoming a risk to human health.

1.4 Installation of replacement pipe to repair the damage is "public work" as defined by RCW 39.04.010 (4).

1.5 RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements for public works in the event of an emergency. For purposes of RCW 39.04.280, an "emergency" is any unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. The imminent failure of this the damaged sanitary sewer main is an "emergency" as defined by state law.

Section 2. Designation of Single Source Purchase. Based on the Recitals and Findings above, it is appropriate and lawful under RCW 39.04.280 for the City to waive the competitive bidding requirements and to contract for the replacement of said sanitary sewer main including approximately 30 linear feet of eight-inch sewer pipe and one 48-inch diameter manhole.

Section 3. Authority of Public Works Director. The City's Public Works Director and Finance Director are authorized, under supervision of the Mayor, to proceed to contract, without solicitation bids, for the replacement of damaged sanitary sewer main located in the alley between 8th and 9th Streets and N and O Avenues, and to take such actions as necessary to carry out the intent and direction of this Resolution.

Section 4. Ratification and Confirmation. Any actions of the City or its officers prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

Section 5. Effective Date. This Resolution shall be in full force and effect from the after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 10th day of April 2017.

____
Laurie Gere, Mayor

ATTEST:

____
Steve D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

____
Darcy Swetnam, City Attorney

PURCHASE ORDER 17-045-SEW-001
Emergency Sewer Repair Block 60 Original Addition

Carman's Construction
20 W Troxell Road
Oak Harbor, WA 98277

Contact: Kevin Carman
Phone:

Completion Date:

Date: April 4, 2017

Issuing Office: (360) 299-1971
Tiffany Matson, Contract Specialist
City of Anacortes – Legal Department
PO Box 547
Anacortes, WA 98221

Project Manager: Gunnar Christiansen
Phone: (360) 661-3708
Email: gunnarc@cityofanacortes.org

Qty	DESCRIPTION	U/M	Amount
1	**Contractor shall provide all labor, equipment and materials to reconstruct the sanitary sewer line that collapsed. This includes replacing the existing clay tile clean-out line with a 48" diameter MH access to terminate the line westerly of the location of the current clean-out. The excavation is estimated at 14 feet deep x 10x10 MH excavation at the westerly end, with a 30 feet long x 5 feet wide excavation easterly, to make the repair along the line. Our intention is to make the MH the termination point for this line, with side sewers connecting downstream, instead of side sewers connecting upstream of the terminus. The Project is named as "Emergency Sewer Repair Block 60 Original Addition". Location of the work is shown on Exhibit A, which is hereby incorporated by reference and made a part hereof. WORK is subject to:** **(1) 2016 WSDOT Standard Specifications for Road, Bridge and Municipal Construction, as modified per enclosed Exhibit B, Special Provisions, and** **(2) 2011 City of Anacortes Engineering Standards** **The above-referenced documents are hereby incorporated by reference and made a part hereof.** **Final measurement and payment for the Work subject to Project Manager authorization, will be determined in accordance with Provision 1-09.6 Force Account as cited under the 2016 WSDOT Standard Specifications.** **Questions of a technical nature may be directed to Gunnar Christiansen whose contact information is provided above. Questions of a contractual nature may be directed to the Issuing Office.** **WASHINGTON STATE PREVAILING WAGES** **The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is 4/4/17. A copy of the applicable prevailing wages rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.** **The Department of Labor and Industries provides the wage forms. Payments by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.** **For contracts in excess of $10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to the Department of Labor and Industries for arbitration.**	**NOT TO EXCEED**	**$25,000.00**
	Subtotal		$23,041.47
	Sales Tax @ 8.5%		$ 1,958.53
	Total Price		$ 25,000.00

CARMAN'S CONSTRUCTION

____

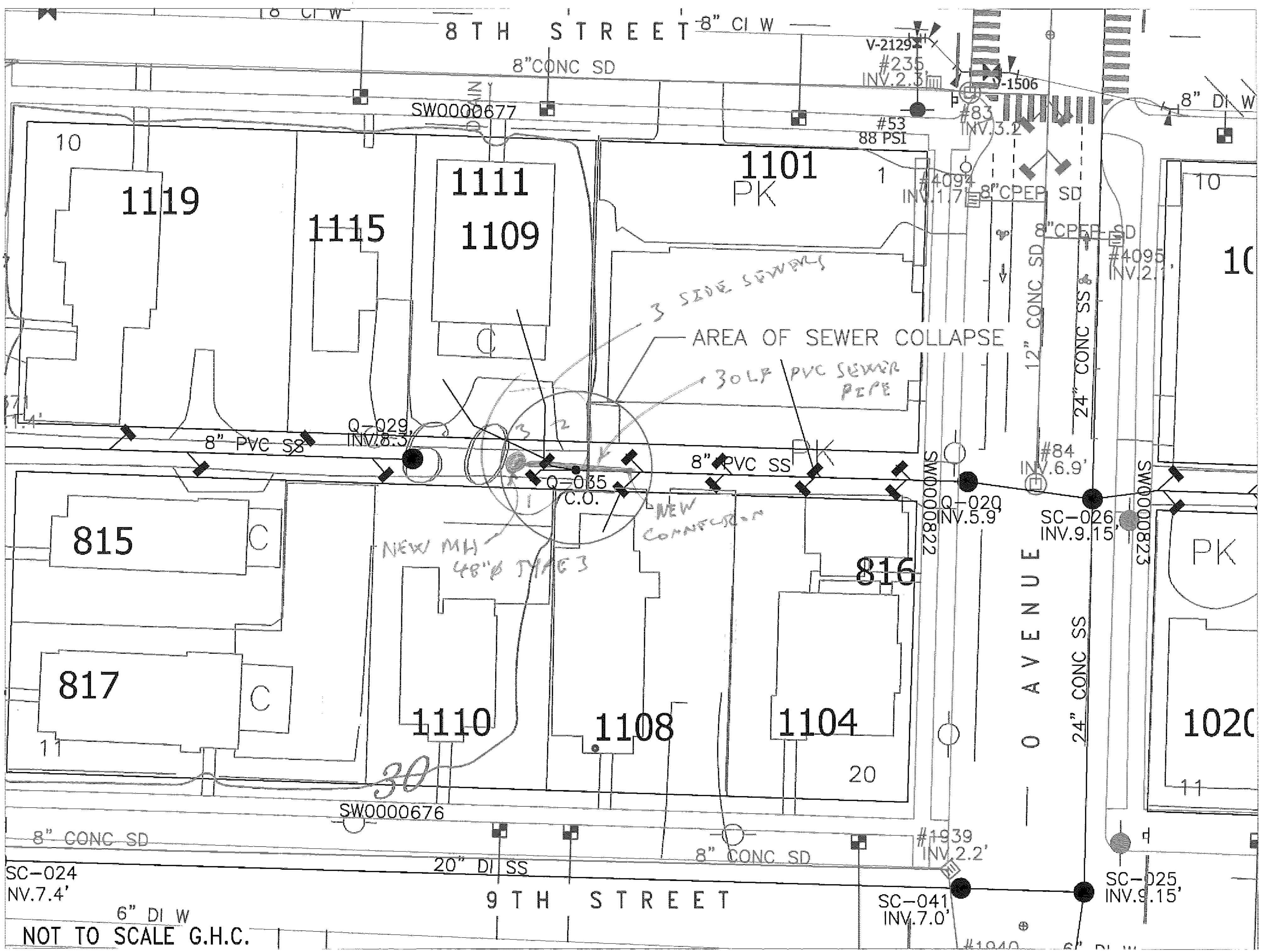
____
(Print Name)

____
Date

CITY OF ANACORTES

____
Mayor

____
Date



CITY OF ANACORTES BLOCK 60 ANACORTES ORIGINAL ADDITION EMERGENCY SEWER REPAIR 4 APRIL 2017

City Council Agenda Bill

Meeting Date: 4/10/2017 **Agenda Item**: 7b

Subject: Contract for the Blue Heron Circle 3M Reservoir Project - Construction

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: The City is seeking City Council consent to award a contract to Stellar J Corporation in the amount of $4,213,489.00 for the subject contract. Under this contract the contractor will construct two new 1.5 MG reservoirs at the existing Blue Heron Circle Pump Station site.

Background: The City will construct two new finished water storage reservoirs to replace the existing 3.0 million gallon water storage reservoir located at Blue Heron Circle in Anacortes. The new reservoirs will have a combined storage capacity of 3 million gallons and will operate similar to the existing 3 MG reservoir at the site. The design and construction documents for the project were prepared by HDR Engineering, Inc. Construction management services will be provided by MWH Constructors, Inc. The engineer's estimate was $5.5 million for the subject project. On March 1, 2017 the City solicited bids and on March 28, 2017 a bid opening was conducted and 2 bids were received. Bid results are provided as an attachment hereto.

Budget Impact	
Amount Budgeted	$5,224,000.00
Budget Account (BARS)	401.000.594.34.63
Proposed Expenditure	$4,213,489.00
Budget Amendment Required?	No
Revenue Source	SRF loan

Proposed Contract	
Contractor	Stellar J Corporation
Amount	$4,213,489.00
Start Date	Notice to Proceed
End Date	480 days

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move City Council provide consent to award a contract to Stellar J Corporation in the amount of $4,213,489.00 for the subject project.

Alternative Actions: N/A

Attachments (listed in order presented): Bid Tabulation, Contract

CITY OF ANACORTES TABULATION OF BIDS

Bid Item: Blue Heron Reservoir Construction

Department: Engineering

Location: City Hall - Council Chambers

Date: 3/28/2017 Time: 2:00

	TIME IN	COMPANY	BID AMOUNT
1.	1:47	T Bailey Inc.	$4,445,526.02
2.	1:56	Stellar J	$4,213,489.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

INVITATION TO BID

FOR THE
CITY OF ANACORTES
BLUE HERON CIRCLE RESERVOIRS PROJECT

Notice is hereby given that sealed bids for "Blue Heron Circle Reservoirs Project" will be received by the City Clerk, City of Anacortes, until 2:00 pm local time, on March 28, 2017, at which time the bids will be opened and publicly read. Bids may be delivered to 904 6th Street, Anacortes, Washington, 98221 or mailed to, City Clerk, P.O. Box 547, Anacortes, Washington, 98221. Proposals received after the time fixed for opening will not be considered.

This project consists of constructing two new 1.5 MG reservoirs at the existing Blue Heron Circle Pump Station site. All labor, equipment, and materials for the improvements at the City of Anacortes Blue Heron Circle Reservoirs Project generally consisting of construction of the following:

- Construction of two new 1.5 MG steel water storage reservoirs including the following:
  - Reservoir #1 including:
    - New water supply piping to existing 3 MG reservoir and Reservoir # 1 and connection to existing booster pump supply piping.
    - Demolition of existing 30 IN booster station supply line and influent flow meter and vault.
    - Concrete, soil-supported reservoir foundation.
    - 1.5 MG steel, AWWA D100 water storage reservoir.
    - Reservoirs inlet flow meter in concrete vault.
    - Reservoir #1 inlet / outlet piping and valves in a concrete vault.
  - Demolition of existing 3 MG reservoir including:
    - Demolition of existing steel reservoir.
    - Demolition of existing reservoir inlet and outlet piping.
    - Excavation and removal of approximately 6 IN-thick oiled sand layer inside the ring wall foundation for the existing reservoir.
    - Demolition of existing reservoir drain and overflow piping.
  - Reservoir #2 including:
    - New water supply and return piping from Reservoir #2 to existing site piping system.
    - Concrete, soil, supported reservoir foundation.
    - 1.5MG steel, AWWA D100 water storage reservoir
    - Reservoir #2 inlet / outlet piping and valves in a concrete vault.
    - Extend existing concrete reservoir vault opening to new grade w/hatch access.
- Construct all other associated yard piping, civil, mechanical, plumbing, electrical, and instrumentation work required for a completely operational system as specified within the forthcoming Project Manual.
- Payment of all associated taxes and fees.

The City operates and maintains the existing 3 MG reservoir and a booster pumping station at the project site. The existing reservoir must remain in operation until Reservoir #1 is complete and on-line, and the booster pumping station must remain in operation throughout construction.

This project is funded in part by the Washington State Department of Commerce Drinking Water State Revolving Fund with federal funds from the Environmental Protection Agency and, as such, federal and state contracting provisions apply including Davis-Bacon wage rates and Buy American requirements.

Notice is hereby given that the City of Anacortes has determined that Licensed Contractors in the State of Washington who intend to submit bids fully complete the responsible bidder questionnaire, as described in Section 00100-Instructions to Bidders. No bid will be accepted from a Contractor that has failed to comply with these requirements**.** If two or more business entities submit a bid on a project as a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must submit the responsible bidder information to bid. Small, Minority, and Women-owned firms are encouraged to submit bids.

The Contractor information packages should be submitted under seal and marked "CONFIDENTIAL" to City Clerk of the City of Anacortes 904 6th Street, Anacortes, Washington, 98221 Ave., on or before **March 28, 2017,** until the hour of **2:00 o'clock p.m.,** local time, of said day. The responsible bidder information submitted by Contractors is not public record and is not open to public inspection. All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of an appeal hearing.

Complete sets of the Bidding Documents are available in electronic format on the Builders Exchange web site. Plans, specifications, addenda, bidders list, and plan holders list for the Project are available through the City of Anacortes on-line plan room. Free of charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to http://bxwa.com and clicking on "Posted Projects", "Public Works", "City of Anacortes", and "Projects Bidding". Bidders are encouraged to register in order to receive automatic email notification of future addenda and to place themselves on the self registered "Bidders List". This on-line plan room provides bidders with fully usable on-line documents; with the ability to download, print to your own printer, order full/partial plan sets from numerous reprographic sources (on-line print order form), and a free on-line digitizer/take-off tool. Contact Bidders Exchange of Washington at (425) 258-1303, should you require assistance.

Informational copies of the plans and specifications are on file for inspection in the office of the City Engineer, City Hall, 904 6th Street, Anacortes, Washington 98221.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Anacortes.

A pre-bid conference will be held at 2:00 p.m. on March 7, 2017 at the City of Anacortes Blue Heron Circle Booster Pump Station, 301 Blue Heron Circle, Anacortes, Washington 98221. Representatives of OWNER and ENGINEER will be present to discuss the Project. BIDDERS are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective BIDDERS of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

No other site visit will be scheduled.

CITY OF ANACORTES is an Equal Opportunity Employer.

The City of Anacortes reserves the right to reject any or all bids and to waive irregularities in the bid or in the bid opening. No bidder may withdraw his proposal after the hours set for the opening thereof except as allowed in Section 00100, or before award of contract, unless said award is delayed for a period exceeding sixty (60) days.

____
City Clerk, City of Anacortes

Published: *Daily Journal of Commerce*
Anacortes American

SECTION 00300

PROPOSAL

THE UNDERSIGNED BIDDER PROPOSES TO FURNISH ALL NECESSARY LABOR, TOOLS, MATERIALS, EQUIPMENT AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THE "BLUE HERON CIRCLE RESERVOIRS PROJECT" IN THE CITY OF ANACORTES, ALL IN ACCORDANCE WITH THIS PROPOSAL AND WITH THE PLANS AND SPECIFICATIONS.

Name of BIDDER Stellar J Corporation

Street Address 1363 Down River Drive

City/Zip Code Woodland, WA. 98674

Telephone No. 360.225.7996
Fax No. 360.225.8007
E-Mail brint@stellarj.com

Contractor's State License No. STELLJC045J9

Contractor's State Tax Registration No. 601 702 222

To: City of Anacortes

Gentlemen:

This proposal is submitted as an offer by the undersigned to enter into the Contract with the City of Anacortes, hereinafter referred to as OWNER, for furnishing of materials, labor, tools, equipment and services required for construction of the "Blue Herron Circle Reservoirs Project". Said Improvements are described in this proposal and also by the Plans and Specifications, which are a part hereof with the same force and effect as though they were attached hereto. This offer is conditioned on the following declarations as to the acts, intentions and understanding of the undersigned and the agreement of the OWNER to the terms and prices herein submitted.

Prices for this Proposal are listed in the enclosed schedule. The BIDDER shall complete all bid items.

1. All of the Plans and Specifications have been examined by the undersigned, and their terms and conditions are hereby accepted.

2. It is understood that the Plans and Specifications may be supplemented by additional plans and/or specifications and it is agreed that such supplemental plans and specifications, when not in conflict with those referred to in paragraph one (1) above, will have the same force and effect as if completed and attached hereto and that when received they will be considered a part of the Contract documents.

3. It is understood that all the work will be performed under a lump sum or unit price and that for said lump sum or unit price, all services, materials, labor, equipment and all work necessary to complete the project in accordance with the Specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the Contract submitted herein are approximate only and payment shall be made on the unit prices named for the actual quantities incorporated in the completed work. Actual quantities may vary significantly from those appearing in the price schedule. If there shall be an increase in the amount of the work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the OWNER. Furthermore, it is understood that any estimate with respect to time, materials,

equipment or service which may appear on the Plans or in the Specifications, is for the sole purpose of assisting the undersigned in checking his own independent calculations and at no time shall the undersigned attempt to hold the OWNER, the ENGINEER or any other person, firm or corporation, responsible for any errors or omissions that may appear in any estimate.

4. The undersigned will furnish the bonds required by the Specifications and comply with all the laws of the Federal Government, State of Washington and the OWNER which are pertinent to construction contracts of this nature even though such laws or municipal ordinances may not have been quoted or referred to in these Specifications.

5. The cash, certified check or bid bond accompanying this proposal shall be forfeited to the OWNER to the extent of 5 percent of the amount of the bid in case this proposal is accepted by the OWNER and the undersigned shall fail or refuse to execute the Contract and furnish the bonds as required by the Specifications within the time limit named therein after notification that said proposal and the Plans and Specifications which are a part hereof have been accepted, all in accordance with the provisions of this proposal.

6. It is understood that a unit or lump sum price must be provided for each item of each schedule. The extensions in the column headed "Total Price" are made for the sole purpose of facilitating comparison of the bids. If there are any discrepancies between the unit or lump sum price and the extensions, the unit or lump sum price shall govern. The undersigned acknowledges that he has filled out all required forms in their entirety and accepts the sole responsibility for their accuracy and completion.

7. The undersigned agrees that the "Time of Completion" shall be as herein defined in the Agreement.

8. Bidder accepts the provisions of Section 00500 – Agreement as to liquidated damages in the event of failure to complete work on time.

9. The undersigned proposes to furnish all labor, materials, equipment and services for the above listed lump sum or unit prices as applicable. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance and all other incidental expenses, including use taxes, to cover the finished work of the several kinds called for.

10. The undersigned, as BIDDER, acknowledges that Addenda Numbers 1 to 3 have been delivered to him and have been examined as part of the Contract documents.

Stellar J Corporation
(Firm Name of BIDDER)

(Corporate Seal)

R.E. Kinghorn President
(Name of BIDDER) Title

[signature]
(Signature of BIDDER)

Texas
(State of Incorporation, if incorporated)

Dated at Woodland, WA this 28th day of March, 2017.

NOTE:
1. If the BIDDER is a co-partnership, so state, giving firm name under which business is transacted.
2. If the BIDDER is a corporation, this proposal must be executed by its duly authorized officials.

SCHEDULE
FOR
CITY OF ANACORTES
BLUE HERON CIRCLE RESERVOIRS PROJECT

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL BASE BID PRICE
1.	Mobilization/Demobilization	LS	$ 288,000.00	$ 288,000.00 Lump Sum
2.	Trenching Safety	LS	$ 5,000.00	$ 5000.00 Lump Sum
3.	Steel Water Storage Reservoirs	LS	$ 2,439,400.00	$ 2,439,400.00 Lump Sum
4.	Yard Piping and Structures	LS	$ 700,000.00	$ 700,000.00 Lump Sum
5.	Power, Instrumentation & Controls, and SCADA Integration	LS	$ 200,000.00	$ 200,000.00 Lump Sum
6.	Demolition of Existing 3MG Steel Reservoir	LS	$ 81,000.00	$ 81,000.00 Lump Sum
7.	Excavation, Grading, and Surfacing	LS	$ 150,000.00	$ 150,000.00 Lump Sum
8.	Landscaping and Site Restorations		$ 10,000.00	$ 10,000.00 Lump Sum
9.	As-Built Drawings and Record Documents	LS	$ 10,000	$ 10,000.00 Lump Sum

Sub-total	$ 3,883,400.00
Sales Tax (8.5%)	$ 330,089.00
Total	$ 4,213,489.00

END OF SECTION 00300

CONTRACT 16-039-WTR-004

THIS CONTRACT is by and between The City of Anacortes, a Municipal Corporation, hereinafter called OWNER, and Stellar J Corporation, hereinafter called CONTRACTOR. OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

Article 2. PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Blue Heron Circle Reservoirs Project.

This project consists of constructing two new1.5 MG reservoirs on the existing Blue Heron Pump Station site. All labor, equipment, and materials for the improvements at the City of Anacortes Blue Heron Circle Reservoirs Project, generally consisting of construction of the following:

- Construction of two new 1.5 MG steel water storage reservoirs including the following:
  - Reservoir #1 including:
    - New water supply piping to existing reservoir and reservoir #1 and connection to existing booster pump supply piping.
    - Demolition of existing 30 IN booster station supply line and influent flow meter vault.
    - Concrete, soil supported reservoir foundation
    - 1.5 MG steel, AWWA D100 water storage reservoir.
    - Plant influent flow meter in concrete vault.
    - Reservoir #1 inlet / outlet piping and valves in a concrete vault.
  - Demolition of existing reservoir including::
    - Demolition of existing 3MG steel reservoir.
    - Demolition of existing reservoir inlet and outlet piping.
    - Excavation and removal 6 IN thick oiled sand layer inside the ring wall foundation for the existing reservoir.
    - Demolition of existing reservoir drain and overflow piping.
  - Reservoir #2 including:
    - New water supply and return piping from Reservoir #2 to existing site piping system.
    - Concrete, soil, supported reservoir foundation.
    - 1.5MG steel, AWWA D100 water storage reservoir
    - Reservoir #2 inlet / outlet piping and valves in a concrete vault.
    - Extend existing concrete reservoir vault to new grade w/hatch access.
- Construct all other associated yard piping, civil, mechanical, plumbing, electrical, and instrumentation work required for a completely operational system as specified within the forthcoming Project Manual.
- Payment of all associated taxes and fees.

Article 3. ENGINEER

The Project has been designed by HDR Engineering Inc., 500 108th Ave NE, Bellevue, WA 98004-5549, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

4.1. Time of the Essence.

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2. Days to Achieve Substantial Completion and Final Payment.

A. The Work will be substantially completed within 450 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 480 calendar days after the date when the Contract Times commence to run.

4.3. Liquidated Damages.

A. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2. above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense and loss suffered by the OWNER are difficult and impractical to ascertain. Accordingly, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER liquidated damages, as calculated by the formula below for each day that expires after the time specified in Paragraph 4.2. for Substantial Completion until the Work is substantially complete.

Accordingly, the CONTRACTOR agrees

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for physical completion, and
2. To authorize the ENGINEER to deduct these liquidated damages from any money due or coming to the CONTRACTOR.

LIQUIDATED DAMAGES FORMUA

$$LD = \frac{0.15C}{T}$$

where: LD = liquidated damages per working day (rounded to the nearest dollar)

C = original contract amount

T = original time for physical completion

When the contract work has progressed to the extent that the OWNER has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract, the ENGINEER may determine the contract work is substantially complete. The ENGINEER will notify the CONTRACTOR in writing of the substantial completion date. For overruns in contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in contract time occurring after the substantial completion date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual physical completion date of all the contract work. The CONTRACTOR shall complete the remaining work as promptly as possible. Upon request by the OWNER, the CONTRACTOR shall furnish a written schedule for completing the physical work on the contract. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the CONTRACTOR from further obligations and liabilities to complete the entire contract.

Article 5. CONTRACT PRICE

5.1. The total contract price is Four Million Two Hundred Thirteen Thousand Four Hundred Eighty Nine Dollars ($4,213,489.00). The CONTRACTOR's bid schedule is incorporated by reference and attached hereto.

Article 6. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

6.1. Progress Payments; Retainage. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, during construction as provided in Paragraphs 6.1.1 and 6.1.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

A. Pursuant to RCW 60.28.010, the OWNER will retain five percent of all progress payments as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor, or materialman who performs any labor upon the contract or work hereunder, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for carrying on such work, and the State of Washington with respect to taxes imposed pursuant to Title 82 RCW which may be due from such CONTRACTOR. In the event that during the performance of the Contract and prior to the expiration of the claim period as provided in Chapter 60.28 RCW, the amount retained is reduced to any amount below five percent, then the OWNER shall retain additional sums from monies earned by the CONTRACTOR so as to maintain at all times a five percent retained trust fund, unless otherwise reduced or excused by provisions of Chapter 60.28 RCW.

1. Monies reserved under provisions of Chapter 60.28.011(4) RCW shall be retained in a fund by the OWNER and not subject to withdrawal until after final acceptance of all WORK, or a portion thereof as may be approved by the OWNER.

6.2. Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06. of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Paragraph 15.06.

A. Payment of Retainage to comply with Chapter 60.28 RCW.

Article 7. CONTRACTOR'S REPRESENTATIONS

7.1. In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:

B. CONTRACTOR has thoroughly examined and carefully studied the Contract Documents (including the Addenda listed in Article 9.) and the other related data identified in the Bidding Documents.

C. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

D. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

E. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02A. of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

1. CONTRACTOR accepts the determination set forth in the General and Supplementary Conditions of the extent of the "technical data" contained in such reports and Drawings upon which CONTRACTOR is entitled to rely as provided in Paragraph 4.02 of the General Conditions.

2. CONTRACTOR acknowledges that such reports and Drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes.

3. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

F. CONTRACTOR has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

G. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by ENGINEER through issued addendum or addenda is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, etc., have not been resolved through interpretation or clarification by ENGINEER, because of insufficient time or otherwise, CONTRACTOR has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost; and said greater cost is included in the Contract Price.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. Execution of this Agreement by CONTRACTOR is a recognition that the Contract Documents are sufficient to have enabled the CONTRACTOR to determine the Costs of the Work, to enter into this Agreement, and to accomplish the Work for an amount not in excess of the Contract Price within the Contract Time provided for in the Contract Documents. THE FAILURE OF THE CONTRACTOR FULLY TO ACQUAINT ITSELF WITH ANY PROVISION OF THE CONTRACT DOCUMENTS OR OTHER MATTER SHALL NOT IN ANY WAY RELIEVE IT FROM THE RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND FOR THE CONTRACT PRICE AND WITHIN THE CONTRACT TIME PROVIDED FOR IN THE CONTRACT DOCUMENTS.

Article 8. CONTRACT DOCUMENTS

8.1. Contents.

A. The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR concerning the Work consist of the following:

1. This Contract.

2. Performance, Payment, and other Bonds.

3. Notice to Proceed.

4. General Conditions.

5. Supplementary Conditions.

6. Specifications as listed in Table of Contents of the Bidding and Construction Documents.

7. Drawings consisting of a cover sheet and sheets with each sheet bearing the following general title: Water Treatment Plant Improvements Project.

8. Addenda numbers 1 to 3, inclusive.

9. CONTRACTOR's Bid.

10. The following which may be delivered or issued after the Effective Date of the Contract and are not attached thereto:

    a. All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Paragraph 3.04 of the General Conditions.

    b. The documents listed in Paragraphs 9.1. et seq. above are attached to this Contract (except as expressly noted otherwise above).

c. There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 11.01 of the General Conditions.

Article 9. MISCELLANEOUS

9.1 Terms.

A. Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. Successors and Assigns.

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4. Severability.

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on ________________________, 2017 which is the Effective Date of the Agreement).

By:________________________________

Date:_______________________________

OWNER, City of Anacortes:

____

Mayor

By:________________________________

Date:_______________________________

CONTRACTOR:

____

(Signature of Contractor) Title

____

Corporate Seal of Contractor

____

Countersigned

this _______ day of ___________, 2017.

ATTEST:

____

NOTE: If CONTRACTOR is a corporation, attach evidence of authority to sign.

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning April 17, 2017

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

April 17, 2017

•Contract Award: Ford F450 Crane Flat Deck & Crane

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April 24, 2017

•CDBG - Review draft 2017/2018 Action Plan, Housing Needs & Community Input
•Anacortes School District Early Learning Programs Presentation (Discussion)

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May 1, 2017

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May 8, 2017

•Anacortes Historic Preservation Board Annual Report (Discussion)

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May 15, 2017

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May 22, 2017

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June 5, 2017

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June 12, 2017

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Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Planning, Monday, Apr 10, 2017, 5:00 PM, Main Conference Room, City Hall
•Public Safety, Tuesday, Apr 11, 2017, 4:30 PM, City Hall
•Finance, Wednesday, Apr 12, 2017, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
•Public Works, Monday, Apr 17, 2017, 5:00 PM, Public Works Director's Office, City Hall
•Planning, Monday, Apr 24, 2017, 5:00 PM, Main Conference Room, City Hall
•Finance, Wednesday, Apr 26, 2017, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
•Public Works, Monday, May 1, 2017, 5:00 PM, Public Works Director's Office, City Hall

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