*** Per Governor's emergency Proclamation 20-28 issued March 24, 2020, agencies are required to meet completely remotely without providing for a physical location. Agencies are prohibited from taking "action," as defined in RCW 42.30.020, unless those matters are necessary and routine matters or are matters necessary to respond to the COVID-19 outbreak and the current public health emergency, until such time as regular public participation under the Open Public Meetings Act is possible.*

*** 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:*

- *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.*
- *The public comment portion of Council meetings and any scheduled public hearings are temporarily suspended to discourage public in-person attendance of City Council meetings.*
- *Meetings may be viewed live or viewed after the fact on the City of Anacortes website or on Channel 10.*
- *The public may also listen to the meeting by phone: 312-757-3121, Access Code: 373-576-877*
- *The public is encouraged to comment via email or written comment addressed to: City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received prior to 5:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.*

Anacortes City Council

~~**Municipal Building Council Chambers**~~

~~**904 6th Street**~~

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

April 13, 2020
6:00 p.m.

PRELIMINARY AGENDA

Packet Materials / Watch Meeting

1. **Call to Order**

2. **Announcements and Committee Reports**
   a. COVID-19 Update
   b. Public Safety Committee
   c. Finance Committee
   d. Fiber Committee
   e. Housing Affordability & Community Services Committee

3. **Consent Agenda (Action)**
   a. Minutes of April 6, 2020
   b. Approval of Claims in the amount of: $620,997.64
   c. Contract Award: Microsoft Office 365 Software Subscription #20-110-ITS-002

4. **Other Business**
   a. Contract Award: Skagit River Raw Water Pipeline and Clearwell Project #20-048-WTR-001 (Action)

5. **Adjournment**

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning April 20, 2020

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

April 20, 2020

•Ordinance 3069: An Interim Ordinance Extending the Moritorium on the Acceptance of Certain Land Use Actions in the R4 Use Zone West of the Commercial Use Zone (Action)
•Access Anacortes Fiber Internet Update (Discussion)
•Monthly Finance Update and COVID-19 Impacts (Discussion)
****

April 27, 2020

•Modified Public Hearing: City of Anacortes CDBG Consolidated Plan: 2020 Annual Action Plan (Discussion)
****

May 4, 2020

•Modified Public Hearing: City of Anacortes CDBG Consolidated Plan: 2020 Annual Action Plan (Action)
****

May 11, 2020
****

May 18, 2020
****

May 26, 2020

•Monthly Finance Update and COVID-19 Impacts (Discussion)
****

June 1, 2020
****

June 8, 2020
****

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Housing Affordability & Community Services, Monday, Apr 13, 2020, 4:00 PM, Teleconference
•Planning, Monday, Apr 13, 2020, 5:00 PM, Teleconference
•Fiber, Thursday, Apr 16, 2020, 3:30 PM, TBD
•Public Works, Monday, Apr 20, 2020, 5:00 PM, Teleconference
•Finance, Wednesday, Apr 22, 2020, 5:00 PM, Teleconference
•Personnel, Thursday, Apr 23, 2020, 12:30 PM, Teleconference
•Fiber, Thursday, Apr 23, 2020, 2:30 PM, Teleconference
•Planning, Monday, Apr 27, 2020, 5:00 PM, Teleconference
•Community Center / Pool, Thursday, Apr 30, 2020, 3:30 PM, TBD
•Public Works, Monday, May 4, 2020, 5:00 PM, Teleconference
****

Mayor Laurie Gere called to order the Anacortes City Council meeting of April 6, 2020 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

Mayor Gere announced her COVID-19 Community Briefing scheduled for April 8, 2020 at 4:00 p.m.

Personnel Committee: Ms. Cleland-McGrath reported from the electronic committee meetings the prior week. She indicated that Human Resources Director Vanessa Bronsema had reported on labor relations, the FFCRA which would be discussed later on the agenda, MOUs being negotiated with the first responders, collective bargaining, personnel policy updates, and cultural inclusion in the hiring processes.

Planning Committee: There was no report.

Public Works Committee: Ms. Moulton reported from the committee meeting earlier in the evening at which staff provided a status update on public works projects and the department's response to COVID-19. She advised that the street maintenance program would be scaled back due to sales tax declines resulting from the COVID-19 pandemic.

Mayor Gere announced that Library Director Ruth Barefoot was on administrative leave for the month of April and that Library Jeff Vogel was serving as Interim Director of the library.

Public Comment

Per Section 3 of 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, the public comment portion of Council meetings and any scheduled public hearings were temporarily suspended to discourage public in-person attendance of City Council meetings. The public was encouraged to comment via email or written comment addressed to: City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received prior to the meeting become part of the record for the meeting, just as if presented in person.

Consent Agenda

Mr. Miller removed Item 3e, Resolution 2083: Waiving the State Competitive Bidding Requirements for the Purchase of a Boom Truck, from the Consent Agenda.

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

a. Minutes of March 23, 2020 and March 30, 2020
b. Approval of Claims in the amount of: $813,432.42
c. Contract Award: 2020 WWTP Electrical Switchgear Maintenance #20-106-SEW-001
d. Contract Modification: Municipal Broadband Network – Library to MSTs #19-175-FBR-001

The following vouchers/checks were approved for payment:
EFT numbers: 96711 through 96799, total $543,151.30
Check numbers: 96800 through 96818, total $248,843.98
Wire transfer numbers: 265765 through 266858, total $20,206.44

e. Resolution 2083: Waiving the State Competitive Bidding Requirements for the Purchase of a Boom Truck

Mr. Miller urged careful consideration of any large purchases in the current financial climate caused by the COVID-19 pandemic. Mr. Miller moved, seconded by Mr. Carter, to approve Consent Agenda Item 3e. The motion carried unanimously by voice vote.

OTHER BUSINESS

Resolution 2084: Adopting Personnel Policy on Families First Coronavirus Response Act (FFCRA)
Human Resources Director Vanessa Bronsema presented Resolution 2084 to adopt a personnel policy that incorporated the requirements of the new federal Families First Coronavirus Response Act (FFCRA) that went into effect on April 1, 2020. Ms. Bronsema explained the key features of the act and the policy and responded to councilmember questions regarding same.

Mr. Walters moved, seconded by Mr. McDougall, to adopt Resolution 2084 as presented. Vote: Ayes – Walters, Cleland-McGrath, Moulton, McDougall, Miller, Carter and Young. Motion carried.

There being no further business, at approximately 6:25 p.m. the Anacortes City Council meeting of April 6, 2020 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the April 13, 2020 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
267029	7/31/2019	INV-US-43634	ENVISIONWARE, INC	LIBRARY RFID EQUIPMENT	$ 29,153.39	publib
267004	12/13/2019	120981	GRANICUS, INC.	ENCODING APPLIANCE HARDWARE -	$ 9,619.96	infosys
267003	1/31/2020	114222	LAKESIDE INDUSTRIES, INC.	GRAVEL	$ 191.30	parks1
266744	2/20/2020	9580913193	VERIZON WIRELESS	SCADA COMMUNICATIONS FOR PUMP STATIONS 1/21-2/20/20	$ 1,097.00	dwwtp
266236	3/6/2020	EOC Equip	HAM, JAY	REIMBURSEMENT FOR 3 RADIOS, ANTENNA,	$ 1,490.04	medic
265376	3/12/2020	4400545	TWO RIVERS TERMINAL, LLC	CALCIUM NITRATE	$ 8,149.90	dwwtp
266787	3/12/2020	026P9073	WESTERN TRUCK CENTER	TURN INDICATOR LIGHT- #304	$ 184.60	dshop
266111	3/16/2020	0F40527	PLATT ELECTRIC SUPPLY INC	PVC - WA PARK	$ 44.86	parks1
266741	3/16/2020	0F24071	PLATT ELECTRIC SUPPLY INC	BREAKER	$ 30.68	dwwtp
266742	3/16/2020	0F23648	PLATT ELECTRIC SUPPLY INC	BREAKER - PS 10	$ 30.68	dwwtp
267024	3/18/2020	1720007263	PATEL DDS, RAMAN	DENTAL SERVICES LEOFF1 RETIREE	$ 202.00	hr
266737	3/19/2020	277413A	BAY CITY SUPPLY	COVID-19 ITEMS	$ 108.92	pwfac
266738	3/19/2020	279249A	BAY CITY SUPPLY	COVID-19	$ 61.83	pwfac
266739	3/19/2020	279646	BAY CITY SUPPLY	COVID-19 PROTECTIVE MEASURES	$ 97.83	pwfac
266601	3/20/2020	118819	LAKESIDE INDUSTRIES, INC.	GRAVEL - WA PARK	$ 98.29	parks1
266622	3/20/2020	475	PRECISION TREE SERVICE, INC	TREE REMOVAL AT 5022 LAKE ERIE WAY	$ 2,641.50	parks1
267007	3/20/2020	9850913193	VERIZON WIRELESS	SCADA COMMUNICATIONS FOR PUMP STATIONS 2/21-3/20/20	$ 1,096.70	dwwtp
267010	3/22/2020	43258	GEO-TEST SERVICES, INC	SHIP HARBOR AND SR20 SPUR PROJECT - CONSTRUCTION MATERIALS TESTING	$ 2,746.00	pw1
266903	3/23/2020	5365	FIRE SERVICE REPAIR, LLC	PUMP TESTS - ALL APPARATUS	$ 2,714.70	medic
267009	3/24/2020	03/24/2020	SIGNATURE TREE SERVICE	HAZARDOUS TREE REMOVAL AT 2902 OAKES AVE	$ 1,304.40	parks1
266999	3/25/2020	0188-508685	CONSOLIDATED ELECTRICAL	WA PARK UTILITIES UPGRADE	$ 92.55	parks1
266904	3/25/2020	03/25/2020	ECONOWASH LAUNDRY & DRY	MARCH LAUNDRY (BEDDING)	$ 27.18	medic
266912	3/25/2020	BC1082000	GALLS, LLC.	ANNUAL UNIFORM ORDER - DL	$ 404.83	medic
266936	3/26/2020	001-461457	PISTON SERVICE OF ANACORTES	MINI RELAY, WIRE #188	$ 24.95	dshop
266745	3/26/2020	48534523	UNIVAR USA INC	SODIUM BISULFITE 38% SOLUTION	$ 1,936.90	dwwtp
266922	3/26/2020	9851371180	VERIZON WIRELESS	WTP SCADA MODEM 2/27-3/26/20	$ 508.21	dwtp
267018	3/27/2020	0164169	GEOENGINEERS, INC.	COMMERCIAL AVE CORRIDOR PLAN - 11-13TH ST GEOTECH ENGINEERING - 2/22/20-3/20/20	$ 591.50	pw1
266602	3/27/2020	Y238617	PLATT ELECTRIC SUPPLY INC	WA PARK C LOOP ELECTRICAL UPGRADE	$ 3,670.26	parks1
266740	3/27/2020	0251430-IN	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	$ 885.40	dwwtp
266862	3/28/2020	147239	FIDALGO ANIMAL MEDICAL CENTER	K9 T-BONE MEDICAL EXAM	$ 210.98	apd

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
266733	3/28/2020	360-299-2484-0726025	FRONTIER COMMUNICATIONS	LIBRARY PHONE 3/28-4/27/20	$ 57.39	publib
266734	3/28/2020	360-293-3725-0501135	FRONTIER COMMUNICATIONS	DEPOT PHONE 3/28-4/27/20	$ 62.22	parks1
266735	3/28/2020	360-293-6427-0218975	FRONTIER COMMUNICATIONS	CITY HALL 911 3/28-4/27/20	$ 78.97	finance
266746	3/28/2020	360-299-3674-0214175	FRONTIER COMMUNICATIONS	OPS PHONE 3/28-4/27/20	$ 71.48	dshop
266858	3/28/2020	360-588-9248-0619005	FRONTIER COMMUNICATIONS	APD BACKUP LINE 3/28-4/27/20	$ 207.96	apd
266859	3/28/2020	360-293-4900-0912865	FRONTIER COMMUNICATIONS	APD BAC LINE 3/28-4/27/20	$ 85.38	apd
266860	3/28/2020	360-588-1422-0822015	FRONTIER COMMUNICATIONS	APD BUSINESS LINE 3/28-4/27/20	$ 302.69	apd
266861	3/28/2020	360-299-6615-0615165	FRONTIER COMMUNICATIONS	APD 911 LINE 3/28-4/27/20	$ 72.62	apd
266852	3/28/2020	9851422761	VERIZON WIRELESS	City Cell Phones 2/29-3/28/20	$ 10,578.32	finance
266743	3/30/2020	1991692095	ARAMARK	LAUNDRY SERVICE	$ 69.76	dwwtp
267016	3/30/2020	2020-05	CURTIS EMERGENCY SERVICES LLC, RICHARD	EMERGENCY MANAGEMENT SERVICES - FEB 2020	$ 920.00	medic
266748	3/30/2020	2746209	FOSTER GARVEY PC	SOLID WASTE UTILITY MATTER NO. 74	$ 157.50	legal
266749	3/30/2020	2746211	FOSTER GARVEY PC	CLEAN WATER ACT CITIZEN SUIT MATTER #103	$ 867.00	legal
266750	3/30/2020	2746210	FOSTER GARVEY PC	WATER TREATMENT PLANT MATTER #96	$ 892.50	legal
266785	3/30/2020	2746212	FOSTER GARVEY PC	WATER UTILITY ISSUES MATTER NO. 21	$ 319.50	legal
267020	3/30/2020	20411.05-1	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: HUGGINS	$ 457.72	plan
267021	3/30/2020	20411.03-2	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: OAKES VIEW LANE	$ 190.82	plan
267022	3/30/2020	20411.06	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: BRYCE DRIVE	$ 286.23	plan
267023	3/30/2020	20411.04-1	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: SKAGIT CO-HOUSING	$ 76.08	plan
266730	3/30/2020	817173	JCI JONES CHEMICALS INC	HYPOCHLORITE SOLUTION	$ 4,018.75	dwtp
266899	3/30/2020	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 02/29- 03/30/2020	$ 128.59	dshop
266902	3/30/2020	220015149234	PUGET SOUND ENERGY INC	8147 S MARCH PT RD STREET LIGHTS: 02/29-03/30/2020	$ 25.32	dshop
266906	3/30/2020	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 02/29- 03/30/2020	$ 65.37	dshop
266910	3/30/2020	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 02/08- 03/10/2020	$ 87.99	dshop
266987	3/30/2020	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS 2/1- 3/3/20	$ 14,649.07	dshop
266929	3/30/2020	48538051	UNIVAR USA INC	PUMP STATION CHEMICALS PS 13	$ 211.53	dwwtp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
266931	3/30/2020	48538050	UNIVAR USA INC	PUMP STATION CHEMICALS FERRY TERMINAL	$ 287.08	dwwtp
266932	3/30/2020	48538049	UNIVAR USA INC	PUMP STATION CHEMICALS PS 15	$ 226.64	dwwtp
266933	3/30/2020	48538048	UNIVAR USA INC	PUMP STATION CHEMICALS PS 18	$ 271.97	dwwtp
266799	3/31/2020	March 2020	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER EXPERIENCE MARCH 2020	$ 8,631.09	plan
266736	3/31/2020	280110A	BAY CITY SUPPLY	FACILITY SUPPLY ITEMS	$ 884.61	pwfac
266983	3/31/2020	266	BUBBA SUDZ CAR WASH, INC.	MARCH CAR WASHES- 11	$ 99.00	dshop
266783	3/31/2020	2746270	FOSTER GARVEY PC	KOFFEL PROPERTY CONDEMNATION MATTER #104	$ 576.00	legal
266909	3/31/2020	BC1086223	GALLS, LLC.	ANNUAL UNIFORM ORDER - NJ	$ 235.75	medic
266800	3/31/2020	119568	LAKESIDE INDUSTRIES, INC.	EZ STREET ASPHALT	$ 697.22	wdist
266801	3/31/2020	119530	LAKESIDE INDUSTRIES, INC.	ROCK SALES	$ 1,045.83	dshop
266788	3/31/2020	MV231882	MOTOR TRUCKS, INC	FUEL FILTER- SHOP INVENTORY	$ 40.44	dshop
266793	3/31/2020	MV231865	MOTOR TRUCKS, INC	RED LIGHT- #159	$ 46.50	dshop
267030	3/31/2020	10247554	NAVIA BENEFIT SOLUTIONS, INC	MARCH, NAVIA FLEXIBLE SPENDING FEES.	$ 112.05	hr
267011	3/31/2020	IN935135	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - MARCH 2020	$ 5,011.47	fiber
267012	3/31/2020	IN935057	NOANET	FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT - MARCH 2020	$ 2,990.00	fiber
267013	3/31/2020	IN935056	NOANET	DESIGN & ENGINEERING SERVICES - MARCH 2020	$ 26,590.00	fiber
267014	3/31/2020	IN935058	NOANET	TRAVEL EXPENSES FOR MUNICIPAL FIBER NETWORK COORDINATED SERVICES	$ 408.25	fiber
267027	3/31/2020	21469	ORCA INFORMATION, INC	EMPLOYEE BACKGROUND CHECKS	$ 387.00	hr
266913	3/31/2020	8493	PETDATA, INC	PETDATA LICENSING FEES MARCH	$ 258.30	finance
266781	3/31/2020	001-461738	PISTON SERVICE OF ANACORTES	MISC FILTERS- SHOP INVENTORY	$ 157.84	dshop
266782	3/31/2020	001-461716	PISTON SERVICE OF ANACORTES	WIPER BLADES- #030	$ 23.81	dshop
266907	3/31/2020	RPS0320LC	RAY POLAND & SONS, INC.	50 GALLONS FIRE FIGHTING FOAM	$ 2,240.54	medic
266943	3/31/2020	CI03656	REISNER DISTRIBUTOR INC	VEHICLE FUEL - MARCH	$ 13,857.05	finance
266846	3/31/2020	INV00584397	SMARSH, INC	ARCHIVING PLATFORM 3/1-6/30/20	$ 52.00	finance
267031	3/31/2020	2412	TURNER H/R SERVICES	POSITION ADS FOR WATER SYSTEM MANAGER	$ 2,699.43	hr
266789	3/31/2020	114-10128396	UNITED SITE SERVICES, INC	WA PK - LOOP 2 3/1-3/31/20	$ 74.50	parks1
266790	3/31/2020	114-10128440	UNITED SITE SERVICES, INC	6300 SUNSET AVE 3/1-3/31/20	$ 112.03	parks1
266791	3/31/2020	114-10128412	UNITED SITE SERVICES, INC	EDWARDS WAY 3/1-3/31/20	$ 112.03	parks1
266928	3/31/2020	192223	USA BLUE BOOK	WTP LAB: SAMPLE CELLS, ROSS SOLUTION, BUFFERS	$ 1,192.07	dwtp
266786	3/31/2020	0030111	UTILITIES UNDERGROUND LOCATION	MARCH LOCATES	$ 268.32	dshop
267002	3/31/2020	1083744	VOIANCE LANGUAGE SERVICES, LLC	SPANISH INTERPRETER	$ 1.83	apd
266853	3/31/2020	COURT & BUILDING FEE	WASHINGTON STATE TREASURER	1ST QTR COURT & BLDG FEES 2020	$ 33,009.18	finance
266784	3/31/2020	026R262106	WESTERN TRUCK CENTER	REPAIR WIRE- #512	$ 1,133.22	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
266993	4/1/2020	265206	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; MARCH 2020	$ 197.50	apd
266921	4/1/2020	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 2/29-3/31/20	$ 2,969.76	dwtp
266994	4/1/2020	03/25/2020	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING; MARCH 2020	$ 160.88	apd
266198	4/1/2020	0865088	FERGUSON ENTERPRISES, INC	8X1 IP SGL SS STRP BRZ SDL	$ 4,421.39	wdist
266923	4/1/2020	8077346	FERGUSON ENTERPRISES, INC	SLUICE GATE VALVES	$ 2,168.30	dwwtp
266844	4/1/2020	360-293-1900-0122885	FRONTIER COMMUNICATIONS	CITY MAIN PHONE 4/1-4/30/20	$ 1,292.80	finance
266916	4/1/2020	360-293-0045-0223175	FRONTIER COMMUNICATIONS	STA 1 BACKUP LINES 4/1- 4/30/20	$ 153.95	medic
266927	4/1/2020	3062416518	IDEXX DISTRIBUTION, INC	SAMPLE BOTTLES X 200	$ 176.65	dwtp
266997	4/1/2020	AFD 20	ISLAND HOSPITAL	FEBUARY AMBULANCE SUPPLIES	$ 2,193.50	medic
266998	4/1/2020	00846926	MCKESSON MEDICAL-SURGICAL	LAB COATS (COVID)	$ 101.87	medic
266925	4/1/2020	1444753	POLYDYNE, INC	WTP COAG POLY CLARIFLOC A-3310 X 3 SUPERSACKS	$ 9,667.35	dwtp
266918	4/1/2020	1471065	RAIN FOR RENT	RENTAL - PUMPING SERVICE FOR EMERGENCY	$ 2,255.81	dwwtp
266792	4/1/2020	5059230988	RICOH USA, INC	CITY WIDE 1/1-3/31/20	$ 314.95	finance
266794	4/1/2020	5059231302	RICOH USA, INC	S/N C86152062 HR COPIES 3/1-3/31/20	$ 15.38	finance
266795	4/1/2020	5059271295	RICOH USA, INC	S/N C86086497 PUB DEF COPIES 1/1-3/31/20	$ 29.57	finance
266855	4/1/2020	5059271301	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 3/1/-3/31/20	$ 28.96	apd
266944	4/1/2020	1204713	SKAGIT PUBLISHING LLC	PUBLISH AA-2004496 AA-2005190 AA-2005274 AA-2005286	$ 534.06	finance
266934	4/1/2020	331 0512062	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	$ 87.89	dwtp
266796	4/1/2020	120883	VENTEK INTERNATIONAL	APR SERVER HOSTING AND CELL CARRIER	$ 135.00	parks1
266938	4/1/2020	2130805-0043-1	WASTE MANAGEMENT	WTP GARBAGE COLLECTION 3/1-3/31/20	$ 81.43	dwtp
266797	4/1/2020	102853701-0008065	WAVE	FIBER LEASE WTP TO CITY HALL 4/1-4/30/20	$ 326.20	finance
266942	4/1/2020	102958801-0008065	WAVE	DEDICATED INTERNET ACCESS 4/1-4/3-/20	$ 1,469.82	fiber
266847	4/2/2020	1991697995	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	$ 77.76	finance
266848	4/2/2020	1991697996	ARAMARK	OPS: MAT CLEANING	$ 41.63	dshop
266856	4/2/2020	1991697987	ARAMARK	APD NYLON MATS CLEANED	$ 16.31	apd
266908	4/2/2020	5227685	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	$ 33.08	medic
266900	4/2/2020	8498 30 017 0319913	COMCAST	BACKUP INTERNET ACCESS 4/9-5/8/20	$ 182.09	fiber
266988	4/2/2020	0865088-1	FERGUSON ENTERPRISES, INC	8DI SJ FIELD LCK GASKETS	$ 898.51	wdist
266935	4/2/2020	2019140	GATEWAY CONTROLS, INC	REPAIR TO NORTH SEPTAGE GATE	$ 365.49	dwwtp
266986	4/2/2020	9494646897	GRAINGER	MAINTENANCE SUPPLIES	$ 53.44	dwwtp
266914	4/2/2020	989956	LIFE ASSIST, INC	BANDAGE SHEARS, PARAMEDIC SHEARS	$ 73.59	medic
266915	4/2/2020	989943	LIFE ASSIST, INC	EXAM GLOVES	$ 343.38	medic

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
266917	4/2/2020	990129	LIFE ASSIST, INC	EXAM GLOVES	$ 312.19	medic
266930	4/2/2020	194484	USA BLUE BOOK	WTP LAB: STABLCAL TURBIDITY STANDARD	$ 1,316.45	dwtp
266849	4/2/2020	112108	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	$ 70.00	dshop
266901	4/2/2020	112106	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	$ 87.50	medic
266863	4/2/2020	20006326	WASHINGTON STATE PATROL	BACKGROUND CHECKS; MARCH 2020	$ 26.50	apd
267008	4/2/2020	20005869	WASHINGTON STATE PATROL	BACKGROUND CHECKS SR CENTER	$ 11.00	parks1
267015	4/3/2020	20-049	COASTAL GEOLOGIC SERVICES, INC	GUEMES CHANNEL TRAIL TALL WALL REPLACEMENT DESIGN	$ 33,004.25	pw1
266864	4/3/2020	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; MARCH 2020	$ 378.00	apd
266992	4/3/2020	147418	FIDALGO ANIMAL MEDICAL CENTER	MED EXAM; APD CASE 20-A02131	$ 26.75	apd
267025	4/3/2020	000054	HUNTER, JOSHUA	BLS OTEP TRAINER - MARCH 2020	$ 275.00	medic
266919	4/3/2020	990240	LIFE ASSIST, INC	EXAM GLOVES	$ 680.90	medic
266940	4/3/2020	ReimbParrett	PARRETT, SCOTT	REIMBURSEMENT FOR MILEAGE	$ 49.30	dshop
266926	4/3/2020	1445528	POLYDYNE, INC	COAG POLY CLARIFLOC 1-3310 X 2 SUPER SACKS	$ 6,444.90	dwtp
266920	4/3/2020	INV5655	SEAWESTERN, INC.	REPLACEMENT FIREFIGHTING BOOTS	$ 445.24	medic
267028	4/3/2020	2020-0448	THE WATERSHED COMPANY	PERIODIC REVIEW OF SHORELINE MASTER PROGRAM - THROUGH 3/31/20	$ 2,020.00	plan
266924	4/4/2020	980386	SKAGIT COUNTY SOLID WASTE FUND	WTP DUMP RUN 0.11 TON	$ 14.00	dwtp
266995	4/4/2020	00005W5A83140	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK END 4-4-20	$ 9.53	apd
267001	4/5/2020	Pay App 1	SRV CONSTRUCTION, INC	SHIP HARBOR AND SR20 SPUR INTERSECTION IMPROVEMENTS PROJECT	$ 335,957.75	pw1
267019	4/6/2020	9315396667	GRAYBAR ELECTRIC COMPANY, INC	NETWORK TESTER FOR IT DEPT	$ 572.06	fiber
267006	4/7/2020	5016600163	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	$ 297.61	finance
266984	4/7/2020	331 0512997	UNIFIRST CORPORATION	WATER CREW LAUNDRY	$ 39.26	wdist

Total **$620,997.64**

City Council Contract Agenda Bill

Meeting Date: 4/13/2020 **Agenda Item**: 3c

Subject: Contract Award: Microsoft Office 365 Software Subscription – #20-110-ITS-002

Staff Contact: Emily Schuh

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

Summary Statement: City staff seeks City Council consent to issue a Purchase Order in the amount of $73,618.89 to SHI International Corp to for the Microsoft Office 365 Software Subscription and authorize the Mayor to sign the ensuing Microsoft Enterprise agreement. This purchase order is for a one year subscription, and is based on a 3 year subscription agreement.

Background:

1. History: The current Microsoft enterprise agreement expired on March 31, 2020 which creates a 30 day grace period for the City of Anacortes to enter in to a new enterprise agreement. The City is working with SHI who is a certified software reseller on the WA State software contract. We are transitioning to Microsoft 365 which includes Office 365, Exchange Online, One Drive, Skype for Business, and the Windows Operating System. Microsoft 365 provides additional security features including Multifactor Authentication and Microsoft System Center Configuration Manager which provides IT central management of city computers. Once the City's purchase order from SHI is authorized then Microsoft and SHI will prepare a new Enterprise Agreement for the City of Anacortes. The agreement will be reviewed by City Attorney Darcy Swetnam.
2. Competitive Bidding: The City entered into a cooperative purchasing agreement with the State of Washington in 2008 per the Washington Interlocal Cooperation Act RCW 39.34, which permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a Purchase Order 20-110-ITS-002 with SHI International Corp in the amount of $73,618.89 as well as the ensuing Microsoft Enterprise Agreement for the Microsoft Office 365 Software Subscription.

Alternative Actions: Not approve the motion

Attachments: Contract 20-110-ITS-002

Contractor	SHI International Corp
Contract Amount	$73,618.89
Earmarked Funds	$307,509.00 (Professional Services)
BARS #s	001.220.518.80.41
Budget Amendment Required?	No

City of Anacortes PO #20-110-IDS-002

Pricing Proposal
Quotation #: 18716973
Created On: 4/6/2020
Valid Until: 4/30/2020

City of Anacortes

Inside Account Executive

Jose Cervantes
WA
United States
Phone: (360) 299-1981
Fax:
Email: cervantesj@cityofanacortes.org

Ty Pellot
290 Davidson ave,
Somerset, NJ 08879
Phone: 732-652-3080
Fax: 732-652-3099
Email: Ty_Pellot@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-34704 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 **Note:** Year 1 of 3	200	$353.60	$70,720.00
2	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 **Note:** Year 1 of 3	13	$216.62	$2,816.06
3	AzureActiveDrctryPremP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQN-00001 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 **Note:** Year 1 of 3	1	$82.83	$82.83
			Total	$73,618.89

Additional Comments

Quotes may be updated to reflect changes due to industry wide constraints and fluctuations

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City Council Contract Agenda Bill

Meeting Date: 4/13/2020 **Agenda Item**: 4a

Subject: Contract Award – Skagit River Raw Water Pipeline and Clearwell Project #20-048-WTR-001

Staff Contact: Fred Buckenmeyer

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

Summary Statement: City staff seeks City Council consent to award a contract in the amount of $11,511,850.00 to IMCO General Construction to perform the Skagit River Raw Water Pipeline and Clearwell Project. The work provided for this project will include all materials, equipment, labor, and associated items necessary to a construct: 1) a new pipeline between the Intake Pump Station and the water treatment plant that crosses under the Skagit River; 2) a new second treated water tank (clearwell) at the water treatment plant with a capacity of 2.1 million gallons; 3) internal baffles in both the existing and new clearwell tanks to improve hydraulic efficiencies; and 4) associated inter-connecting pipes, valves, and flow meters.

Background:

1. History: The City continues to make improvements to its water supply system to assure the delivery of safe drinking water to the public. The new raw water pipeline will provide full redundancy for the existing raw water pipeline, which will remain in service, thus significantly increasing the reliability of uninterrupted water supply to the City and its wholesale water customers. The second clearwell tank at the water treatment plant has two purposes: 1) increase the storage volume for complete disinfection of the treated water to maintain compliance with state drinking water regulations, and 2) provide much greater redundancy for the disinfection treatment process in the event that one of the clearwell tanks is removed from service for maintenance or re-coating.
2. Key Terms:
   - Contract is for a fixed price of $11,511,850.00.
   - Work will be substantially completed within 290 calendar days from the Notice to Proceed.
3. Competitive Bidding: On February 5, 2020 the City solicited bids for the subject project and on March 10, 2020 a bid opening was conducted and 2 bids were received. IMCO General Construction was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was $13,470,275.00. Bid results are provided as an attachment hereto.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-048-WTR-001 with IMCO General Construction in the amount of $11,511,850.00 to perform the Skagit River Raw Water Pipeline and Clearwell Project.

Alternative Actions: Not award the contract

Attachments: Bid Results, Contract 20-048-WTR-001

Contractor	IMCO General Construction
Contract Amount	$11,511,850.00
Earmarked Funds	$13,500,000.00
BARS #	401.000.594.34.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	290 calendar days

City of Anacortes
Skagit River Raw Water Pipeline and Clearwell Project #20-048-WTR-001
Bid Tabulation
Bid Date: 3/10/2020

				Low Bidder	
Item No.	**Description**	**Quantity**	**Engineer's Estimate**	**IMCO Total Base Bid**	**T Bailey Total Base Bid**
1	Mobilization/Demobilization	LS	$ 815,000	$ 800,000	$ 250,000
2	Trenching Safety	LS	$ 20,000	$ 10,000	$ 20,000
3	Steel Clearwell Tank	LS	$ 4,170,000	$ 3,600,000	$ 3,600,000
4	Clearwell Baffle Systems	LS	$ 360,000	$ 300,000	$ 375,000
5	River Crossing by HDD	LS	$ 4,313,000	$ 3,170,000	$ 3,800,000
6	Yard Piping and Structures	LS	$ 2,255,000	$ 2,550,000	$ 2,248,500
7	Power, I & C, and SCADA Integration	LS	$ 430,000	$ 75,000	$ 325,000
8	Final Grading, Surfacing, and Restoration	LS	$ 42,000	$ 95,000	$ 140,000
9	As-built Drawings and Record Documents	LS	$ 10,000	$ 10,000	$ 10,000
		Subtotal:	$ 12,415,000.00	$ 10,610,000.00	$ 10,768,500.00
		Sales Tax @ 8.5%:	$ 1,055,275.00	$ 901,850.00	$ 915,322.50
		Total:	**$ 13,470,275.00**	**$ 11,511,850.00**	**$ 11,683,822.50**

CONTRACT 20-048-WTR-001

THIS CONTRACT is by and between The City of Anacortes, a Municipal Corporation, hereinafter called OWNER, and IMCO General Construction, 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 and in accordance with and as described in the Invitation to Bid entitled the same and dated February 5, 2020, Project No. 20-048-WTR-001.

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: **Skagit River Raw Water Pipeline and Clearwell Project**.

This project consists of construction and installation of equipment for a new raw water pipeline and a new water storage tank (clearwell) including the following:

- Construction of a 42-inch diameter pipeline under the Skagit River using horizontal directional drilling.
- Construction of 42-inch diameter pipe segments and tie-ins to the existing raw water pipeline and associated valves and appurtenances.
- Construction of a new 2.1 million gallon welded steel water storage tank (clearwell).
- Construction of yard piping, valves, instruments, appurtenances, and a concrete vault associated with the new clearwell.
- Integration of instrumentation and controls and SCADA programming.
- Selective demolition of existing piping and structures.
- Testing and assistance during commissioning of new facilities.
- Payment of all associated taxes and fees.

Article 3. ENGINEER

The Project has been designed by HDR Engineering Inc., 929 108th Ave NE, Suite 1300, Bellevue, WA 98004, 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 290 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 320 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 FORMULA

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

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 **Eleven Million Five Hundred Eleven Thousand Eight Hundred Fifty Dollars ($11,511,850.00).** 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. Payment of Retainage shall 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:

A. 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.

B. 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.

C. 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.

D. 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.

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

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

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

L. 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 Raw Water Pipeline and Second Clearwell Project.
8. Addenda numbers 1 to 6, 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 8. 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. 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_________________________, which is the Effective Date of the Agreement.

IMCO GENERAL CONSTRUCTION

By:________________________________

Date:________________________________

OWNER, City of Anacortes:

____
Mayor

Anacortes City Council
Proposed Agenda Items for the Next Eight Weeks Beginning April 20, 2020

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

April 20, 2020
•Ordinance 3069: An Interim Ordinance Extending the Moritorium on the Acceptance of Certain Land Use Actions in the R4 Use Zone West of the Commercial Use Zone (Action)
•Access Anacortes Fiber Internet Update (Discussion)
•Monthly Finance Update and COVID-19 Impacts (Discussion)
****

April 27, 2020
•Modified Public Hearing: City of Anacortes CDBG Consolidated Plan: 2020 Annual Action Plan (Discussion)
****

May 4, 2020
•Modified Public Hearing: City of Anacortes CDBG Consolidated Plan: 2020 Annual Action Plan (Action)
****

May 11, 2020
****

May 18, 2020
****

May 26, 2020
•Monthly Finance Update and COVID-19 Impacts (Discussion)
****

June 1, 2020
****

June 8, 2020
****

Upcoming City Council Committee Meetings
The public is welcome to attend City Council Committee Meetings.

•Housing Affordability & Community Services, Monday, Apr 13, 2020, 4:00 PM, Teleconference
•Planning, Monday, Apr 13, 2020, 5:00 PM, Teleconference
•Fiber, Thursday, Apr 16, 2020, 3:30 PM, TBD
•Public Works, Monday, Apr 20, 2020, 5:00 PM, Teleconference
•Finance, Wednesday, Apr 22, 2020, 5:00 PM, Teleconference
•Personnel, Thursday, Apr 23, 2020, 12:30 PM, Teleconference
•Fiber, Thursday, Apr 23, 2020, 2:30 PM, Teleconference
•Planning, Monday, Apr 27, 2020, 5:00 PM, Teleconference
•Community Center / Pool, Thursday, Apr 30, 2020, 3:30 PM, TBD
•Public Works, Monday, May 4, 2020, 5:00 PM, Teleconference
****