



## AGENDA – Monday, December 16, 2019

**5:00 p.m. Workshop**

**7:00 p.m. City Council Meeting**

Long Beach City Hall  
115 Bolstad Avenue West

### **5:00 WORKSHOP**

**WS 19-29** Comprehensive Plan Update – TAB A

### **7:00 p.m. CALL TO ORDER; PLEDGE OF ALLEGIANCE; AND ROLL CALL**

Call to order Mayor Phillips, Council Member Svendsen, Council Member McGuire,  
And roll call Council Member Murry, Council Member Cline & Council Member Kemmer.

### **PUBLIC COMMENT**

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. Preference will be given to those who must travel. **Please limit your comments to three minutes. The City Council does not take any action or make any decisions during public comment.** To request Council action during the Business portion of a Council meeting, contact the City Administrator at least one week in advance of a meeting.

### **CONSENT AGENDA – TAB B**

All matters, which are listed within the consent section of the agenda, have been distributed to each member of the Long Beach City Council for reading and study. Items listed are considered routine by the Council and will be enacted with one motion unless a Council Member specifically requests it to be removed from the Consent Agenda to be considered separately. Staff recommends approval of the following items:

- Minutes, December 2, 2019 City Council Meeting
- Payment Approval List for Warrant Resisters 59081-59117 & 86108-86190 for \$993,125.05

### **BUSINESS**

- **AB 19-97 – Ordinance 978 - Budget Amendment for 2019 -TAB C**
- **AB 19-98 – Change Order 4 for the Regional Biosolids Treatment Facility – TAB D**
- **AB 19-99 – Transportation Improvement Board Agreement for South Washington – TAB E**
- **AB 19-100 -- Trommel Bid Award – TAB F**
- **AB 19-101 – TIB Consultant Agreement for South Washington Project – TAB G**
- **AB 19-102 – Bid Award for Clearing at 104 3<sup>rd</sup> ST NW – TAB H**

### **DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB I**

- **Letter of Interest Regarding Street Vacation**
- **Budget Message 2020**
- **Police Chief's Report November 2019**
- **Sue Svendsen's Certificate of Completion for AWC's Elected Officials Essentials Training**

### **FUTURE CITY COUNCIL MEETING SCHEDULE**

The Regular City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 7:00 PM and may be preceded by a workshop.  
January 6, 2020, January 20, 2020 & February 3, 2020

### **ADJOURNMENT**

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, contact the City Clerk at (360) 642-4421 or advise City Administrator at the meeting.

TAB - A



**CITY COUNCIL  
WORKSHOP BILL  
WS 19-29**

**Meeting Date: December 16, 2019**

AGENDA ITEM INFORMATION		
<b>SUBJECT:</b> <b>Comprehensive Plan Review</b>	<b>Originator:</b>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
<b>COST:</b> N/A	Water/Wastewater Supervisor	
<b>SUMMARY STATEMENT:</b> John from Creative Community Solutions will give an overview of the plan and give “next steps” in the process. Please contact City Hall if you need a copy of the Comprehensive Plan.		

Workshops are public meetings with the purpose of allowing the City Council to discuss topics. No formal decisions are made at workshops. While almost every meeting when a majority of the city council is present is considered a public meeting, that doesn't necessitate the Council allowing public comment. If the Mayor and Council request more information or clarification they may seek input from the audience.

# City of Long Beach Planning Commission

## MEMORANDUM

**TO:** Long Beach City Council  
**SUBJECT:** Recommendation Regarding Draft Comprehensive Plan Update  
**FROM:** Long Beach Planning Commission  
**DATE:** October 8, 2019

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HONORABLE MAYOR AND MEMBERS OF THE COUNCIL:

### Background

The City of Long Beach adopted its current Comprehensive Plan in 2008. RCW 36.70A.130 requires the city to periodically review and update its Comprehensive Plan for consistency with the Growth Management Act and Chapter 365-196 WAC. Failure to comply with this requirement can make the city ineligible for certain grants. It also exposes the city to potential challenges before the Growth Management Hearings Board for its land uses decisions.

### Findings of Fact

The Long Beach Planning Commission finds the following facts:

1. The City of Long Beach adopted its current Comprehensive Plan in 2008 as required under the Growth Management Act. RCW 36.70A.130 requires the city to update this plan by June 30, 2020 to ensure compliance with the Chapters 36.70A RCW and 365-196 WAC.
2. The City of Long Beach Planning Commission began the update process in October 2018 with a community workshop that assessed changes in the community over the past 10 years and identified key issues to emphasize in updating the plan, which included: affordable housing, enhancing tourism, improving telecommunication infrastructure, promoting business, improving disaster preparedness, creating a user-friendly document, and determining future city boundaries.
3. Monthly community workshops followed that:
  - Assessed community demographics;
  - Reviewed growth projections and potential urban growth area scenarios for the 20-year planning period of 2020 - 2040;
  - Assessed the consistency of current goals and strategies for housing and neighborhoods, commercial development, capital facilities and public services, and transportation for consistency with Chapters 36.70A RCW and 365-196 WAC;
  - Added new goals and strategies where appropriate; and
  - Reviewed and edited a first draft of the update.
4. A first Preliminary Draft 2020 Comprehensive Plan Update consistent with state law was circulated to the Planning Commission and the public in July 2019. The review of this draft at the August 2019 meeting generated comments and amendments from both the Planning Commission and the public.
5. The city then prepared and circulated to the Planning Commission and the public a second Preliminary Draft 2020 Comprehensive Plan Update in August 2019.



6. The Planning Commission held a public hearing pursuant to **Section 11-6B-9(A)** of the Long Beach City code on the second Preliminary Draft 2020 Comprehensive Plan Update on September 10, 2019. During the public testimony portion of the hearing, several members of the public suggested additional amendments to the draft document.
7. City staff prepared an analysis of the public comment for Planning Commission consideration at their following October 8, 2019 meeting. After review of the report, the Planning Commission made several amendments to the plan. This final effort lead to the Final Draft 2020 Comprehensive Plan Update.

#### Conclusions

Based on these findings of fact, the Planning Commission concludes that the Final Draft 2020 Comprehensive Plan Update for the City of Long Beach:


1. Is consistent with Chapters 36.70A RCW and 365-196 WAC;
2. Reflects the opinions, comments, and ideas of Long Beach citizens as collected through the Planning Commission's public participation efforts; and
3. Protects the public health, safety, and welfare.

#### Recommendation

Pursuant to **Section 12-3-3(D)**, the Planning Commission forwards a recommendation to the that the City Council to APPROVE the attached Final Draft City of Long Beach 2020 Comprehensive Plan Update, pending 60-day Department of Commerce Review and SEPA determination and review.

It is the Commission's understanding the City will conduct a second public hearing, consider the matter including this Commission's recommendation, and make the final determination regarding this proposed zoning reclassification.

Sincerely,



Curtis Epping, Chair

TAB - B

## **LONG BEACH CITY COUNCIL MEETING**

**December 2, 2019**

### **7:00 CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL**

Mayor Phillips called the meeting to order; asked for the Pledge of Allegiance and roll call.

### **ROLL CALL**

David Glasson, City Administrator, called roll with Mayor Phillips, C. Svendsen, C. McGuire, C. Murry, C. Cline and C. Kemmer all present.

### **PROCLAMATION-WREATHS ACROSS AMERICA**

Mayor Phillips proclaimed December 14<sup>th</sup>, 2019 as “Wreaths Across America Day” in the City of Long Beach, Washington.

### **PUBLIC COMMENT**

- Chuck Mikkola from the Corder Foundation presented on the Food Banks Donation Program
- Jeff Harrell read a statement and provided a copy for the Council.
- The following made a comment: Carla Curtis from the LBMA and North Beach Tavern; Mark from Seaview Mobil; Natalie Hansen; Tania Miller from the Lost Roo; Casey Barella from the Chowder Stop; Karla Jensen from the Mermaid Inn; Glenn Trusty from Dr. Roof and The Pit Stop; Mark Oman; Bobby Godwin from Belk’s Plumbing; Kaarina Stotts from the Neptune Theatre; and Andi Day.

### **CONSENT AGENDA**

Minutes, November 18, 2019 City Council Meeting

Payment Approval List for Warrant Registers 59052-59079 & 86071-86106 for \$217,126.67

**C. McGuire made the motion to approve the Consent Agenda. C. Svendsen seconded the motion; 5 Ayes, motion passed.**

### **BUSINESS**

#### **AB 19-92– Ordinance 976- 2020 Budget- PUBLIC HEARING**

The Mayor opened the public hearing at 7:33 p.m.

David Glasson, City Administrator, presented the Agenda Bill with the proposed budget.

The Mayor closed the public hearing at 7:33 p.m.

**C. McGuire made the motion to approve the budget as proposed. C. Kemmer seconded the motion; 3 Ayes, 2 Nays (C. Murry, C. Cline)**

#### **AB 19-93– Setting Water, Sewer and Storm Water Rates for 2020**

David Glasson, City Administrator, presented the Agenda Bill. This adopts the rate increases discussed during the budget workshops. Monthly residential rates for Water increase \$1.45, Sewer increases \$5.40 and Storm Water increases \$0.42 for a total monthly increase of \$7.92 (including utility tax). **C.**

**McGuire made the motion to adopt Ordinance 977. C. Kemmer seconded the motion; 3 Ayes, 2 Nays (C. Murry, C. Cline)**

#### **AB 19-94– Technical Services Agreement with the EDC**

David Glasson, City Administrator, presented the Agenda Bill. This is the annual contract the city has with the EDC for technical services. The EDC would like to have the Council approve this agreement and have the Mayor sign. This amount has been incorporated into the 2020 budget.

**C. Murry made the motion to authorize the Mayor to sign the agreement. C. Cline seconded the motion; 5 Ayes, motion passed.**

#### **AB 19-95– Greywater Disposal Agreement**

David Glasson, City Administrator, presented the Agenda Bill. This contract outlines the agreement between the City and Pacific Solid Waste for greywater disposal. Pacific Solid Waste can dispose of material that is collected at the City's waste water plant for a nominal fee. This contract has been reviewed by the City Attorney and by Pacific Solid Waste.

**C. Murry made the motion to authorize the Mayor to execute the contract with Pacific Solid Waste for Greywater Disposal. C. Kemmer seconded the motion; 5 Ayes, motion passed.**

#### **DEPARTMENT HEAD ORAL REPORTS**

#### **CORRESPONDENCE AND WRITTEN REPORTS**

- TIB Award
- Sales Tax Collections
- Lodging Tax Collections
- Transportation Benefit District Collections
- Report and Decision for CAO V 2019-04
- Peninsula Food Bank Challenge

#### **ADJOURNMENT**

The Mayor adjourned the meeting at 8:18 p.m.

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Mayor

ATTEST:

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City Clerk





# Warrant Register

Check Periods: 2019 - December - First

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF LONG BEACH, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Council Member	Council Member	Council Member	Clerk/Treasurer
Number	Name	Print Date	Clearing Date
59081	Bell, Helen S	12/5/2019	\$308.10
59082	Binion, Jacob	12/5/2019	\$1,907.94
59083	Booi, Kristopher A	12/5/2019	\$1,614.49
59084	Cline, Kevin M	12/5/2019	\$266.19
59085	Gilbertson, Bradley K	12/5/2019	\$1,610.80
59086	Goulter, John R.	12/5/2019	\$2,022.64
59087	Huff, Timothy M.	12/5/2019	\$1,636.16
59088	Jewell, Kyle E	12/5/2019	\$1,078.65
59089	Kaino, Kris	12/5/2019	\$1,012.96
59090	Kemmer, Holli L	12/5/2019	\$266.19
59091	Kemmer, Larry L	12/5/2019	\$1,496.02
59092	Luethe, Paul J	12/5/2019	\$1,601.92
59093	McGuire, Tina M	12/5/2019	\$266.19
59094	Miller, Matt W	12/5/2019	\$1,519.06
59095	Mortenson, Tim	12/5/2019	\$2,184.51
59096	Murry, Del R	12/5/2019	\$266.19
59097	Padgett, Timothy J	12/5/2019	\$1,591.35
59098	Persell, Whitney J	12/5/2019	\$1,105.38
59099	Quittner, Jonathan H	12/5/2019	\$1,010.71
59100	Payroll Vendor	12/5/2019	Void
59101	Williams, David L	12/5/2019	\$368.29
59102	Wood, Matthew T	12/5/2019	\$1,894.19
59103	Wright, Flint R	12/5/2019	\$2,813.49
59104	Zuern, Donald D.	12/5/2019	\$2,269.99
59105	Svendson, Sue M	12/5/2019	\$128.04
59106	AFLAC	12/5/2019	\$491.97
59107	Association of WA Cities	12/5/2019	\$32,692.07
59108	City of Long Beach - Fica	12/5/2019	\$14,448.20
59109	City of Long Beach - FWH	12/5/2019	\$9,157.48

Execution Time: 10 second(s)

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Register

Number	Name	Print Date	Clearing Date	Amount
59110	Council Gift Fund	12/5/2019		\$60.00
59111	Dept of Labor & Industries	12/5/2019		\$1,759.99
59112	Dept of Retirement Systems Def Comp	12/5/2019		\$3,206.50
59113	Discovery Benefits Inc.	12/5/2019		\$150.00
59114	Employment Security Dept	12/5/2019		\$235.78
59115	Massmutual Retirement Services	12/5/2019		\$675.00
59116	Teamsters Local #58	12/5/2019		\$209.50
59117	Dept of Retirement Systems	12/5/2019		\$17,010.30
86108	Bonney, Matt	12/2/2019		\$56.00
86109	South District Court	12/2/2019		\$83.00
86110	Caldwell, Tye	12/5/2019		\$159.63
86111	Tangly Cottage Garden	12/10/2019		\$324.84
86112	Aiken, James	12/12/2019		\$20.00
86113	Bageant, Kasey	12/12/2019		\$10.00
86114	Bardonski, Cory	12/12/2019		\$60.00
86115	Belisle, John	12/12/2019		\$40.00
86116	Bonney, Bob Jr.	12/12/2019		\$190.00
86117	Bonney, Matt	12/12/2019		Void
86118	Brown, Cody	12/12/2019		\$150.00
86119	Campbell, Matt	12/12/2019		\$140.00
86120	Campbell, Nicole	12/12/2019		\$30.00
86121	Custer, Kimberlee	12/12/2019		\$70.00
86122	Gaerlan, James	12/12/2019		\$60.00
86123	Glasson, David	12/12/2019		\$280.00
86124	Goff, Kenny	12/12/2019		\$300.00
86125	Jewell, Kyle	12/12/2019		\$210.00
86126	Johnson, Tim	12/12/2019		\$200.00
86127	LaFontaine, Patrick	12/12/2019		\$140.00
86128	Lopez, Daniel	12/12/2019		\$140.00
86129	Mandrell, Errol	12/12/2019		\$70.00
86130	McNabb, Cahlin	12/12/2019		\$90.00
86131	Miller, Matt	12/12/2019		\$300.00
86132	Nagy, Branden	12/12/2019		\$80.00
86133	Noonan, Jennifer	12/12/2019		\$220.00
86134	Oglesby, Julia	12/12/2019		\$110.00
86135	Persell, Whitney	12/12/2019		\$30.00
86136	Peterson, Mike	12/12/2019		\$140.00
86137	Phillips, John	12/12/2019		\$260.00
86138	Williams, David	12/12/2019		Void
86139	Wright, Travis	12/12/2019		\$230.00
86140	Zuern, Donald	12/12/2019		\$100.00
86141	Englund Marine Supply	12/13/2019		\$313.20
86142	Evergreen Septic Inc	12/13/2019		\$198.00
86143	K & L Supply, Inc.	12/13/2019		\$1,069.36
86144	L.N. Curtis & Sons	12/13/2019		\$104.20
86145	Oman & Son Builders	12/13/2019		\$3,108.96

Number	Name	Print Date	Clearing Date	Amount
86146	Peninsula Sanitation	12/13/2019		\$2,593.88
86147	Standard Insurance Co.	12/13/2019		\$2,645.10
86148	STAPLES BUSINESS CREDIT	12/13/2019		\$125.75
86149	SUNSET AUTO PARTS, INC	12/13/2019		\$744.91
86150	Tapani, Inc	12/13/2019		\$803,773.84
86151	Verizon Wireless	12/13/2019		\$924.89
86152	WABO	12/13/2019		\$2,019.00
86153	World Kite Museum	12/13/2019		\$2,959.97
86154	Airgas USA LLC	12/13/2019		\$52.04
86155	AlSCO-American Linen Div.	12/13/2019		\$103.92
86156	Astoria Janitor & Paper Supply	12/13/2019		\$232.76
86157	Board For Volunteer Firefighters & Reserve Officers	12/13/2019		\$235.00
86158	Chinook Observer	12/13/2019		\$74.75
86159	City of South Bend	12/13/2019		\$84.14
86160	Dennis Company	12/13/2019		\$851.06
86161	Dept of Ecology	12/13/2019		\$64.00
86162	Discovery Benefits Inc.	12/13/2019		\$50.00
86163	Evergreen Septic Pumping LLC	12/13/2019		\$851.29
86164	Goulter, Allen J III	12/13/2019		\$1,300.00
86165	Hach Company	12/13/2019		\$66.77
86166	Inland Electric, Inc	12/13/2019		\$8,603.20
86167	Iron Mountain	12/13/2019		\$133.93
86168	MAC TOOLS	12/13/2019		\$1,264.72
86169	MANSFIELD ALARM CO, INC	12/13/2019		\$113.72
86170	Oman, Steve	12/13/2019		\$28,255.00
86171	One Call Concepts, Inc.	12/13/2019		\$10.70
86172	Pacific County Sheriff's	12/13/2019		\$1,112.50
86173	Penoyar, Joel	12/13/2019		\$4,175.00
86174	Penoyar, William	12/13/2019		\$1,000.00
86175	Ron's Recycling, LLC	12/13/2019		\$300.00
86176	Solutions Yes	12/13/2019		\$426.97
86177	Visa	12/13/2019		\$1,533.54
86178	Wilcox & Flegel Oil Co.	12/13/2019		\$989.37
86179	Wirkkala Construction	12/13/2019		\$379.05
86180	A-1 Redi Mix	12/13/2019		\$621.56
86181	Arts Auto Parts Inc.	12/13/2019		\$69.27
86182	Astoria Janitor & Paper Supply	12/13/2019		\$84.75
86183	Backflow Management Inc	12/13/2019		\$1,500.00
86184	Bailey's Saw Shop	12/13/2019		\$36.61
86185	Brat Wear - Sound Uniform Solutions	12/13/2019		\$407.21
86186	Cartomation, Inc	12/13/2019		\$500.00
86187	Cascade Fire Equipment	12/13/2019		\$90.03
86188	Chinook Observer	12/13/2019		\$314.10
86189	City of Long Beach	12/13/2019		\$1,249.83

Number	Name	Print Date	Clearing Date	Amount
96190	Dijulio Displays	12/13/2019		\$777.49
12/10/2019 Adjustment Tye Caldwell	Payroll Clearing	12/2/2019		\$0.00
		Total	Check	\$993,125.05
		Grand Total		\$993,125.05



TAB - C



**CITY COUNCIL  
AGENDA BILL  
AB 19-97**

**Meeting Date: December 16, 2019**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b> <b>Ordinance 978 –</b> <b>Amending the 2019</b> <b>Budget</b>	<b>Originator:</b>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
<b>COST:</b> N/A	Water/Wastewater Supervisor	
	Other:	

**SUMMARY STATEMENT:** *The Ordinance presented amends the 2019 budget to include additional, unexpected expenditures in the Current Expense, Law Enforcement, Water, Wastewater and Stormwater Funds.*

**RECOMMENDED ACTION:** *Approve Ordinance 978 amending the 2019 budget.*

## ORDINANCE No. 978

### AN ORDINANCE OF THE CITY OF LONG BEACH, WASHINGTON, AMENDING THE 2019 BUDGET BY AUTHORIZING ADDITIONAL EXPENDITURES

**WHEREAS**, due to additional revenue and unforeseen department needs, the city feels that it is necessary to amend the 2019 budget, and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON**, that the 2019 Budget is hereby amended to allow the following total expenditures.

**Passed** this 16<sup>th</sup> day of December, 2019.

AYES

NAYS

ABSENT

ABSTENTIONS

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

#### 2019 BUDGET AMENDMENTS

<b>Current Expense Fund</b>	Total Expenditures & Non-Expenditures	\$ 2,088,812
<b>Law Enforcement Fund</b>	Total Expenditures & Non-Expenditures	\$ 1,029,671
<b>Water Fund</b>	Total Expenditures & Non-Expenditures	\$ 1,933,526
<b>Wastewater Fund</b>	Total Expenditures & Non-Expenditures	\$ 5,670,781
<b>Stormwater Fund</b>	Total Expenditures & Non-Expenditures	\$ 285,154

TAB - D





**CITY COUNCIL  
AGENDA BILL  
AB 19-98**

**Meeting Date: December 16, 2019**

**AGENDA ITEM INFORMATION**

<b>SUBJECT: Change Order No. 4 Biosolids Treatment Facility</b>	<b>Originator:</b>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST: \$29,370.73</b>	Other:	

**SUMMARY STATEMENT:** Construct fire access road: \$3,926.88. Fire hydrant and water main installation: \$15,289.35. Finish and install electric motors for each sectional overhead door: \$10,241.65. Camlock change at the aerobic digester on the sludge truck piping connection: \$937.22. Install 730 feet of new sidewalk adjacent to the existing lab building: \$3,984.57. Delete two plug valves from scope of work: (\$4,122.51). Install two 6-inch gate valves instead of 6-inch plug valves at Manhole 6: (\$886.43). – increased contract amount \$29,370.73.

**RECOMMENDED ACTION:** Authorize staff to sign the change order.

**ITEM 4: CamLock Change (COP No. 12)**

Furnish and install pipe and fittings for a 6-inch in lieu of a 4-inch CamLock at the Aerobic Digester on the sludge truck piping connection.

The estimated cost for this work is: .....\$937.22

**Justification:** The additional work is to better fit equipment on the biosolids delivery trucks.

**ITEM 5: Sidewalk (COP No. 13)**

Furnish and install approximately 730 square feet of new sidewalk adjacent to the existing Lab Building and Generator Building.

The estimated cost for this work is: .....\$3,984.57

**Justification:** The additional work is at the request of the Owner.

**ITEM 6: Delete Plug Valves (COP No. 15)**

Delete two plug valves from the scope of work.

The estimated deductive cost for this work is: ..... (\$4,122.51)

**Justification:** The deductive work is the result of unanticipated site conditions omitting the need for two plug valves.

**ITEM 7: Gate Valve Replacement (COP No. 16)**

Install two 6-inch gate valves instead of 6-inch plug valves at Manhole 6.

The estimated deductive cost for this work is: ..... (\$886.43)

**Justification:** The deductive work is the result of allowing the use of gate valves instead of plug valves due to the excessive lead time for two plug valves.

**CHANGE TO CONTRACT PRICE**

Original Contract Amount (without tax): .....\$4,760,786.34  
Current Contract Amount, as adjusted by previous change orders: .....\$4,881,140.85  
The Contract Amount due to this Change Order will be increased by:.....\$29,370.73  
The new Contract Amount (without tax) due to this Change Order will be: .....\$4,910,511.58

## CHANGE ORDER

Project Title	Regional Biosolids Facility		
Owner	City of Long Beach	Contractor Name	Tapani, Inc.
Change Order No.	4	Contractor Address	1904 SE 6 <sup>th</sup> Place Battle Ground, WA 98604
Change Order Date	November 26, 2019		
G&O No.	19510		

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The following changes are hereby made to the Contract Documents:

### **SCHEDULE A:**

#### **ITEM 1: Fire Access Road (COP No. 7.1)**

Construct a fire access road and furnish all clearing, grading, and materials for a 6-inch deep, 20-foot wide crushed surfacing road at the southwest side of the wastewater treatment plant.

The lump sum cost for this work is: .....\$3,926.88

**Justification:** The additional work is the result of the Building Official's determination for a secondary means of ingress/egress to the site.

#### **ITEM 2: Fire Hydrant and Water Main (COP No. 8)**

Furnish and install approximately 200 lf of 6-inch diameter pipe, valves, fittings, and pipe bedding material for an extension of the water main and one fire hydrant. See attached Plan Sheet G-10.

The estimated cost for this work is: .....\$15,289.35

**Justification:** The additional work is the result of the Building Official's requirement for an additional fire hydrant at the site.

#### **ITEM 3: Door Motor Operators (COP No. 11)**

Furnish and install electric motor operators for each sectional overhead door.

The estimated cost for this work is: .....\$10,241.65

**Justification:** The additional work is at the request of the Owner.

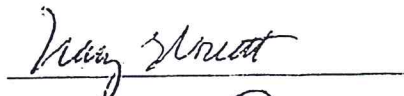
## CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 6 working days, for a total of 199.5 working days.

The Physical Completion Contract Time will be increased by 6 working days, for a total of 229.5 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.  
(RECOMMENDED)



Date 11/26/19

TAPANI, INC.  
(ACCEPTED)



Date 11-26-19

CITY OF LONG BEACH  
(ACCEPTED)

\_\_\_\_\_

Date \_\_\_\_\_



TAB - E



**CITY COUNCIL  
AGENDA BILL  
AB 19-99**

**Meeting Date: December 16, 2019**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b> <i>Agreement with the Transportation Improvement Board for South Washington Improvements</i>	<b>Originator:</b>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST:</b> \$400,000	Other:	

**SUMMARY STATEMENT:** *The Washington State Transportation Improvement Board has awarded the City of Long Beach \$400,000 for the South Washington Avenue improvements project. By executing this agreement, the city is accepting the award, conditions of funding and match requirements.*

**RECOMMENDED ACTION:** *Authorize Mayor Phillips to sign the agreement.*



City of Long Beach  
6-W-970(005)-1  
Washington Avenue  
19th St S to Sid Snyder Dr

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Long Beach  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Washington Avenue, 19th St S to Sid Snyder Dr (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Long Beach, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$400,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:





- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.





## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



## 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

## 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

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Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

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Chief Executive Officer

Date

---

Executive Director

Date

---

Print Name

---

Print Name



Transportation Improvement Board

# Project Funding Status Form

Agency Name **LONG BEACH**  
Project Name: **Washington Avenue**  
**19th St S to Sid Snyder Dr**

TIB Project Number: **6-W-970(005)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

**PROJECT SCHEDULE**

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

**PROJECT FUNDING PARTNERS**

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
LONG BEACH	120,000	
WSDOT	0	
Federal Funds	0	
PWTF	827,489	
TOTAL LOCAL FUNDS	947,489	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

**Mayor or Public Works Director**\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Printed or Typed Name\_\_\_\_\_  
Title**Financial Officer**\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Printed or Typed Name\_\_\_\_\_  
Title

TAB — F





**CITY COUNCIL  
AGENDA BILL  
AB 19-100**

**Meeting Date: December 16, 2019**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b> Trommel Bid Award	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST:</b> \$122,350	Other:	
<b>SUMMARY STATEMENT:</b> The bid for the trommel closed on Tuesday, December 10 <sup>th</sup> . There was only one bidder and it is the engineer's recommendation to award that bid to RSS, the recommendation letter is included in the packet.		
<b>RECOMMENDED ACTION:</b> <i>Authorize the Mayor to accept the bid from RSS and purchase the Trommel as part of the Regional Biosolids Treatment Facility.</i>		





December 12, 2019

Mr. David Glasson  
City Administrator  
City of Long Beach  
115 Bolstad Avenue West  
Long Beach, Washington 98631

SUBJECT: REVIEW OF BIDS, REGIONAL BIOSOLIDS FACILITY TROMMEL  
PROCUREMENT  
CITY OF LONG BEACH, PACIFIC COUNTY, WASHINGTON  
G&O #19510.00

Dear Mr. Glasson:

On Tuesday, December 10, 2019, the City received one bid for the Regional Biosolids Facility Trommel Procurement. The bid was \$122,350. The Engineer's Estimate was \$125,000. The proposal was checked for correctness of extensions of the prices per unit and the total price. We have provided a bid summary with this letter.

The lowest responsive bidder, Revolver Screening Systems, of Guelph, Ontario, Canada, appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the lowest bidder, Revolver Screening Systems, of Guelph, Ontario, Canada, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City's file. We have also reviewed the Supplemental Bidder Criteria information submitted by Revolver Screening Systems and they appear to meet the requirements of the Supplemental Bidder Responsibility Criteria.

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder:

Revolver Screening Systems  
530 Governors Road  
Guelph, Ontario N1K 1E3  
CANADA




Mr. David Glasson  
December 12, 2019  
Page 2

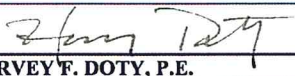
Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

  
Nancy E. Lockett, P.E.

NEL/hh  
Encl.

BIDDER				ENGINEER'S ESTIMATE		REVOLVER SCREENING SYSTEMS	
BIDDER ADDRESS						530 Governors Road	
						Guelph, ON N1K 1E3 CANADA	
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.						N/A	
WASHINGTON STATE CONTRACTOR'S REG. NUMBER						N/A	
BID BOND OR OTHER GOOD FAITH TOKEN						CASHIER'S CHECK	
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	Portable Trommel Screen	1 LS	\$125,000.00	\$125,000.00	\$122,350.00	\$122,350.00	
	Subtotal:			\$125,000.00		\$122,350.00	
	Sales Tax @ 0% per W.S. Manufacturer's Sales and Use Tax Exemption			\$0.00		\$0.00	
	<b>TOTAL CONSTRUCTION COST</b>			\$125,000.00		\$122,350.00	
Sealed bids were opened at the City of Long Beach, 115 Bolstad Avenue West, Long Beach, Washington 98631 on Tuesday, December 10, 2019, at 2:00 p.m. (local time).							
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.							
							
<b>HARVEY F. DOTY, P.E.</b>							

CITY OF LONG BEACH, WASHINGTON  
 REGIONAL BIOSOLIDS TREATMENT FACILITY  
 TROMMEL PROCUREMENT  
 GRAY & OSBORNE #19510

DATE: 12/12/2019  
 DRAWN: HH  
 CHECKED: HFD  
 APPROVED: HFD

GRAY & OSBORNE, INC.  
 CONSULTING ENGINEERS


## Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

<b>General Information</b>	
Owner/Project Name: Long Beach/Regional Biosolids Facility Trommel Procurement	Project Number: 19510.00
Bidder's Business Name: Revolver Screening Systems	Bid Submittal Deadline: 2:00 PM 12/10/19
<b>Contractor Registration</b>	
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
License Number: N/A	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
<b>Current UBI Number</b>	
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
UBI Number: N/A	Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage/Worker Compensation</b>	
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
Account Number: N/A	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Employment Security Department Number</b>	
Employment Security Department Number: N/A	
<ul style="list-style-type: none"> <li>• Has Bidder provided account number on the Bid Form? Yes <input type="checkbox"/> No <input type="checkbox"/></li> <li>• And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input type="checkbox"/></li> </ul>	
<b>State Excise Tax Registration Number</b>	
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
Tax Registration Number: N/A	Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Certification of Compliance with Wage Payment Statutes Clause Signed</b>	
(See Proposal for Required Clause or Signed Certification Form) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Not Disqualified from Bidding</b>	
<a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Public Works Requirements Training</b>	
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
Contractor: Is Exempt from this Requirement <input checked="" type="checkbox"/> Has Completed Training <input type="checkbox"/> Has Not Completed Training <input type="checkbox"/>	
<b>Excluded Parties Listing System (Federal Funded Projects)</b>	
<a href="https://www.sam.gov/">https://www.sam.gov/</a>	
Does the Bidder have an Active Exclusion? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Checked by:</b>	
Name: HARVEY DOTY	Date: 12/12/19



View assistance for SAM.gov



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 12/14/2019, from 8:00 AM to 8:00 PM

ALERT: A December 6th change to TLS Cipher Suites could impact browsers and web clients. System-to-System users should contact PSD for details.

Search Results

Current Search Terms: Revolver Screening Systems\*

Total records:0

Save PDF

Export Results

Print

Result Page:

Sort by: Relevance

Order by: Descending

Your search for Revolver Screening Systems\* returned the following results...


No records found.

Result Page:

Save PDF

Export Results

Print



IBM-P-20191107-1527  
WWW5

Search Records

Data Access

Check Status

About

Help

Disclaimers

Accessibility

Privacy Policy

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GSA.gov/LAE

GSA.gov

USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf



TAB — G



**CITY COUNCIL  
AGENDA BILL  
AB 19-101**

**Meeting Date: December 16, 2019**

**AGENDA ITEM INFORMATION**

<b>SUBJECT: Consultant Agreement with Gray &amp; Osborne for Engineering of South Washington Improvements</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST:</b> Total Estimated Cost \$185,703	Other:	

**SUMMARY STATEMENT:** The City was awarded money from the Public Works Trust Board to upsize the water line, widen and pave Washington Ave South from Sid Snyder to the southern city limits. Recently the city was awarded \$400,000 in grant money from TIB for the street improvement portion of this project. This project is a complete overhaul of Washington Ave South, including stormwater upgrades.

**RECOMMENDED ACTION:** *Authorize the Mayor to enter into an agreement with Gray & Osborne to complete both the Engineering and Design for the South Washington Improvements.*



# Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER		PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION Washington Avenue (19 <sup>th</sup> Street South to Sid Snyder Drive) South Water and Street Improvements			
CONSULTANT NAME & ADDRESS Gray & Osborne, Inc. 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144			
<b>AGREEMENT TYPE (check one)</b>			
<input type="checkbox"/> LUMP SUM \$ _____			
<input checked="" type="checkbox"/> COST PLUS FIXED FEE		OVERHEAD PROGRESS PAYMENT RATE 188.04%	
		OVERHEAD COST METHOD	
		<input type="checkbox"/> Actual Cost	
		<input type="checkbox"/> Actual Cost Not To Exceed _____%	
		<input checked="" type="checkbox"/> Fixed Rate 42%	
		FIXED FEE \$17,804	
<input type="checkbox"/> SPECIFIC RATES OF PAY		<input type="checkbox"/> Negotiated Hourly Rate	
<input type="checkbox"/> COST PER UNIT WORK		<input type="checkbox"/> Provisional Hourly Rate	
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____%		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____%	
COMPLETION DATE December 31, 2021		MAXIMUM AMOUNT PAYABLE \$199,253.00	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of December 2019, between the City of Long Beach, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

## II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.





## Consultant Agreement

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

### VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

### III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

### IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

### V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

### VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.





Transportation Improvement Board (TIB)  
**Consultant Agreement**  
 IX

**TERMINATION OF AGREEMENT**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination other corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
  - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

**TIB**

Form 190-016  
 Revised Oct 2001





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**X  
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI  
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII  
VENUE, APPLICABLE LAW AND  
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII  
LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

**Insurance Coverage**

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV  
EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.



Transportation Improvement Board (TIB)

## Consultant Agreement

### XVII

#### CERTIFICATION OF THE CONSULTANT AND THE AGENCY

- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

### XVIII

#### COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

### XIX

#### EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

### XV ENDORSEMENT OF PLANS

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

### XVI TIB AND AGENCY REVIEW

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By

  
Michael B. Johnson, P.E., President

By

Consultant

Gray & Osborne, Inc.

City of

Long Beach





**EXHIBIT A-1**  
**Certification of Consultant**

Project No.	City of Long Beach
-------------	-----------------------

I hereby certify that I am Michael B. Johnson, P.E. a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

12/9/19

Date

Signature

**Certification of Agency Official**

I hereby certify that I am the AGENCY Official of the City of Long Beach, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature



## **EXHIBIT B-1 Scope of Work**

Project No.

Describe the Scope of Work

### **INTRODUCTION**

The City of Long Beach (Agency) desires to employ the services of Gray & Osborne, Inc. (Consultant), a qualified engineering consultant, to assist the Agency with the development of improvements to Washington Avenue South between 19<sup>th</sup> Street South and Sid Snyder Drive. The Consultant (and its subconsultants) shall provide engineering and related services necessary to prepare preliminary and final plans, specifications, and cost estimates (PS&E) resulting in construction documents for the bid, award, and construction of the following:

The reconstruction of Washington Avenue South and replacement of the existing 4-inch diameter asbestos cement (AC) water main with 8-inch water main from 19<sup>th</sup> Street South to Sid Snyder Drive (2,100 lf). Improvements on Washington Avenue South include reconstruction of the street to include two 11-foot travel lanes bound by rolled cement concrete curbs. Gravel parking will be provided behind the curb, primarily on the west side of the street where parking currently exists. Stormwater will be collected and infiltrated adjacent to the street. The proposed pavement section is cement treated base with 3 inches of HMA. The pavement section will be evaluated by a geotechnical engineer during the design phase. Approximately 2,500 feet of the deteriorated AC water main will be replaced by 8-inch polyvinyl chloride (PVC) or high density polyethylene (HDPE) water main, including reconnection of the existing water services. All proposed improvements will be within the existing right-of-way.

This Scope of Work assumes funding for the project is provided by the Public Works Trust Fund, the Agency's Transportation Improvement Benefit District, and Transportation Improvement Board.

The engineering services contemplated for the design phase of the project will include topographic survey and mapping, a geotechnical investigation, identifying and mapping existing rights-of-way, preparation of environmental documents and regulatory permit applications, developing conceptual, preliminary and final PS&E documents, coordination with funding and regulatory agencies as well as utility purveyors and assisting the Agency with the bid and award phase.

Additionally, the Agency may retain the Consultant to provide construction management services at the Agency's option, via an amendment to this Agreement.

Our scope of work is more particularly described below.

### **Task 1 – Project Management**

Provide project management of the design work, including budget control and scheduling, communication with the Agency and regulatory agencies, coordination of staff assignments, preparation of project progress reports, invoice documentation, attendance at project meetings and coordination of subconsultant work. Coordinate schedule of the project with governmental agencies, including the funding and regulatory agencies.

### Deliverables

1. Project progress reports and invoices each month billed.
2. Project Meeting Agendas and Minutes.



**Task 2 – Survey and Mapping**

Establish vertical and horizontal control on Agency-approved datum, and acquire topographical features suitable to support the design and mapping of project corridor. Identify existing right-of-way lines on Washington Avenue South, within the project limits and all intersecting public rights-of-way. Establish approximate property lines based on existing assessor maps. Identify property addresses of adjoining properties as well as the owner's name based on County Assessor information.

1. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"=2' vertical. Vertical datum will be appropriate for the Agency.
2. Coordinate with Agency to call for locates of existing utilities to be field marked prior to field survey.
3. Perform topographical survey of project corridor to include profiling (to 50 feet) of adjacent driveways. Acquire topographical data (including paint marks furnished by locates within right-of-way and approximately 10 feet beyond right-of-way (assuming it is not fenced in and/or property owners refuse access) for mapping and design purposes. Topographical and right-of-way survey will extend 100 feet at intersection "legs."
4. Map survey data and show pertinent topographical features and existing right-of-way of Washington Avenue South (within project limits). The map will be suitable for use in preparing and certifying right-of-way map.
5. Prepare legal descriptions, if required.

**Deliverables**

1. Copy of electronic field data collected for the project as well as copies of any survey notes, calculations, plat maps, assessor maps, etc., pertinent to the project.
2. Hard copy and electronic file of survey mapping products.

**Task 3 – Geotechnical (PanGEO, Inc.)**

Provide the services of a qualified geotechnical engineer to provide geotechnical services to include research, visit site, conduct subsurface explorations, analyze soil conditions, and provide design recommendations to assist in the development of the project design, as more particularly described below.

1. **Test Pits** – Observe the excavation of five to six test pits (pits dug by Agency) along the project alignment will be taken. The test pits may be excavated to a maximum depth of about 4 to 5 feet below existing grade and will be adjacent to the existing pavement.
2. **Laboratory Testing** – Grain size analysis, in-situ moisture content, and cation exchange capacity tests will be conducted on representative soil samples. The test results will be used to estimate long-term design infiltration rates of the site soil based on the empirical procedure outlined in the Ecology Stormwater Design Manual.
3. **Report** – The report will summarize the results of the subsurface explorations. In general the report will include:
  - A site map with approximate test boring locations;
  - Description of surface and subsurface (soil, groundwater) conditions, including summary boring logs and summary laboratory test results;
  - Pavement section recommendations, including a CTB section; and
  - Infiltration rates and depths (if feasible) and cation exchange; and



## Consultant Agreement

- General earthwork recommendations, including suitability of the on-site soils for backfill, backfill requirements, subgrade preparation, temporary excavation slopes, and wet weather earthwork considerations.

### Task 4 – Utility Coordination

Coordinate the street design with utilities purveyors within the project limits.

1. Solicit record drawings and/or as-built drawings as may be available from existing utility purveyors.
2. Coordinate project with utility purveyors in regards to utility relocation, if required.

### Task 5 – Concept Design (30 Percent)

Develop two concept designs for the proposed improvements for the Agency's evaluation, review, and comment.

1. Develop strip maps, 1"=20', of the project corridor plan view to include survey data, right-of-way, and pertinent utility information. Mapping products will be used in development of conceptual design for proposed features to include road improvements, water main replacement, and storm improvements.
2. Prepare brief stormwater report to identify alternative for stormwater quantity and quality control.
3. Develop a detailed cost estimate for each concept design for Agency review and comment.

#### Deliverables

1. One full-size (1"=20') strip map of concept design shown.

### Task 6 – Public Involvement Process

Solicit public input on project for Agency evaluation in developing project. Assist the Agency with the Public Involvement Process.

1. Coordinate with Agency for public involvement process, which will consist of one public meeting and Consultant generated products for use in the meeting.
2. Conduct and/or participate in one public meeting by the Agency to include verbal presentation, answering questions, preparing and providing information and comment sheets.

### Task 7 – Environmental and Permitting Process

Prepare the cultural resource assessment and various environmental permit applications necessary to allow construction of the project.

#### Subtask 7.1 – Archaeological Resources Survey (Cultural Resources Consultants)

1. Conduct an archaeological investigation in accordance with Washington State Department of Archaeology and Historic Preservation's current field work and reporting standards. The purpose of the study is to determine whether an archaeological site(s) may be present and whether additional study is necessary. The proposal is limited to site discovery.
2. The work includes background research, a field investigation, and report preparation.

#### Subtask 7.2 – SEPA Checklist

1. Prepare and submit draft SEPA checklist and revise the document as necessary before preparing final documents for Agency processing. Agency to provide threshold determination and publish determination as may be required.





Subtask 7.3 – Ecology Construction Stormwater General Permit

1. Prepare permit and Notice of Intent for Agency review. Permit will be prepared to transmit to Contractor after contract execution.

Deliverables

1. Cultural Resource Study.
2. SEPA Checklist.
3. Environmental Classification Summary.
4. Ecology Construction Stormwater Notice of Intent.

**Task 8 – 60 Percent Design (Preliminary Design)**

Prepare preliminary drawings, specifications, and construction cost estimates.

1. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map. Superimpose proposed horizontal alignment and vertical profile onto base map.
2. Prepare utility plans for pipelines and related appurtenances suitable to support the project as anticipated, and in conformance with Agency Standards. Improvements are limited to the extent of the current project limits and it is assumed in this scope, that off-site improvements are not required and therefore not a part of this scope.
3. Calculate bid quantities and prepare 60 percent-level construction cost estimates.
4. Prepare 60 percent construction plans in Agency-approved format including title sheet, legend, location and vicinity maps, roadway and stormwater plan and profile sheets, typical roadway cross sections, water and stormwater plans/details, TESC sheets, and miscellaneous roadway and utility plans/details.
5. Prepare 60 percent project specifications sections in WSDOT format referencing WSDOT's 2020 "Standard Specifications" for incorporation into the draft project specifications.

Deliverables

1. Two sets of 60 percent specifications.
2. Two sets of 60 percent project plans.
3. 60 percent cost estimate.

**Task 9 – 90 Percent Design**

Develop design/bid/construction documents to the 90 percent level based on preliminary design documents (60 percent complete). Incorporate Agency's comments.

1. Prepare and submit project specifications (two copies) to include proposal, contract, and bonding forms. This work assumes project specifications will be based on the WSDOT Standard Specifications for Road, Bridge and Municipal Construction (2020). The Agency shall be responsible for reviewing and approving the documents. Prepare and submit updated and detailed engineering construction cost estimate at interval listed above for Agency review.



2. Prepare two copies of preliminary plans/drawings (to include special details). The plans will incorporate applicable Agency design standards, WSDOT design standards, MUTCD standards, AASHTO Manual guidelines, Ecology Stormwater Management Manual for Western Washington, and Department of Health guidelines. Where conflicts exist between standards, the Agency will provide direction or request the Consultant's recommendation.

Deliverables

1. Two sets of 90 percent specifications.
2. Two sets of 90 percent project plans. Plan set will include title sheet, index sheet/legend/vicinity map/etc., road, water and stormwater plan and profile sheets, cross-section sheets, typical "street" section sheets, paving sheets, channelization and signing plan sheets, TESC sheets, and miscellaneous detail sheets.
3. Estimate cost of construction for 90 percent submittal.

**Task 10 – Final Design Document Preparation (PS&E)**

Prepare final project plans, specifications, and cost estimates sufficient for bidding and constructing the project.

1. Send final plans and specifications to TIB for their approval to advertise, if applicable.
2. Prepare and submit final project plans (two copies) to Agency to include incorporation of all previous applicable and relevant Agency comments. Revise contract documents to incorporate final Agency and TIB comments (as applicable).
3. Prepare and submit final project specifications (two copies) to include contract, proposal, bonds, and insurance requirements, per Agency review and direction. Incorporate revisions or all previous applicable and relevant Agency comments. Prepare final and detailed engineer's construction cost estimate.

**Task 11 – Quality Assurance/Quality Control**

Provide QA/QC reviews of engineering products to enhance overall quality of products. Prepare QA/QC review recommendations as further noted below.

1. Conduct three QA/QC reviews at 5 percent (kickoff meeting), 60 percent (preliminary design) and 90 percent (semifinal design) by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product. Agency will be invited to participate.

**Task 12 – Bid and Award Services**

Assist Agency with bidding and award services.

1. Prepare bid advertisement(s) for publication for Agency review and use.
2. Upon Agency authorization and direction, prepare and transmit both electronic and hard copies of bid documents to Agency. Prepare and transmit electronic files to the utility companies and plan centers, and TIB. Consultant will maintain a plan holders list and will distribute copies of the contract provisions and contract plans and any addenda to bidders, free of charge, in electronic pdf format on compact discs from the Seattle office.

Deliverables

1. Electronic file of all plans and specifications and addenda (as may be applicable) to the Agency.





## Consultant Agreement

2. Hard copy of plans (four copies, two full size and two half size) and specifications (two copies) and cost estimates to include any addenda (as may be applicable) to Agency.

### CONSTRUCTION MANAGEMENT SERVICES

Gray & Osborne will provide construction management services as may be further desired by the Agency and at the Agency's option. If the Agency elects to exercise this option, the Consultant will prepare a scope and fee for this additional work for the Agency's review and approval.

#### Documents to be Furnished by the Consultant

- Project Meeting Agenda and Minutes.
- Survey Field Data.
- Geotechnical Report.
- Cultural Survey Report.
- Concept Design Strip Map.
- Public Meeting Minutes and Presentation Materials.
- Environmental Documents.
- 60 Percent Plans, Specifications and Cost Estimate.
- 90 Percent Plans, Specifications and Cost Estimate.
- Final Plans, Specifications and Cost Estimate.



## **EXHIBIT C-2**

### **Payment**

### **(Cost Plus Fixed Fee)**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

#### **A. Actual Costs**

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

##### **1. Direct Salary Costs**

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

##### **2. Overhead Costs**

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

##### **3. Direct Nonsalary Cost**

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

##### **4. Fixed Fee**

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.



## **Consultant Agreement**

Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

**5. Maximum Total Amount Payable**

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

### **B. Monthly Progress Payments**

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

### **C. Final Payment**

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

### **D. Inspection of Cost Records**

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.





**EXHIBIT D-1a**  
**Consultant Fee Determination Summary Sheet**  
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Nancy Lockett, P.E.					Date December 6, 2019
Project Washington Avenue South Water and Street Improvements – Schedule A: Road Design					
<b>Direct Salary Cost (DSC)</b>					
<b>Classification</b>	<b>Man Hours</b>		<b>Rate</b>		<b>Cost</b>
Principal-In-Charge	46	x	\$40 to \$61	=	\$2,806
Project Manager	160	x	\$36 to \$61	=	\$8,960
Engineer-In-Training	230	x	\$25 to \$40	=	\$6,900
Civil Engineer	236	x	\$28 to \$41	=	\$9,676
AutoCAD/GIS Tech./Engineering Intern	256	x	\$15 to \$40	=	\$10,240
Survey Crew (2 Person)	32	x	\$51 to \$68	=	\$2,176
Environmental Technical/Specialist	28	x	\$25 to \$42	=	\$896
Professional Land Surveyor	16	x	\$35 to \$46	=	\$736
<b>TOTAL DSC</b>					<b>\$42,390</b>
<b>OVERHEAD (OH Cost including Salary Additives)</b>					
OH Rate x DSC or 188.04% x \$42,390					<b>\$79,710</b>
<b>FIXED FEE (FF)</b>					
FF Rate x DSC or 42% x \$42,390					<b>\$17,804</b>
<b>REIMBURSABLES</b>					
Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc.					<b>\$2,286</b>
<b>SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead)</b>					<b>\$13,288</b>
<b>TOTAL, SCHEDULE A</b>					<b>\$155,478</b>





**EXHIBIT D-1b**  
**Consultant Fee Determination Summary Sheet**  
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Nancy Lockett, P.E.					Date December 6, 2019	
Project Washington Avenue South Water and Street Improvements – Schedule B: Water and Road Support Design						
<b>Direct Salary Cost (DSC)</b>						
<b>Classification</b>	<b>Man Hours</b>		<b>Rate</b>		<b>Cost</b>	
Principal-In-Charge	20	x	\$40 to \$61	=	\$1,220	
Project Manager	56	x	\$36 to \$61	=	\$3,136	
Engineer-In-Training	68	x	\$25 to \$40	=	\$2,040	
Civil Engineer	112	x	\$28 to \$41	=	\$4,592	
AutoCAD/GIS Tech./Engineering Intern	56	x	\$15 to \$40	=	\$2,212	
<b>TOTAL DSC</b>					<b>\$13,200</b>	
<b>OVERHEAD (OH Cost including Salary Additives)</b>						
OH Rate x DSC or 188.04% x \$13,200					<b>\$24,821</b>	
<b>FIXED FEE (FF)</b>						
FF Rate x DSC or 42% x \$13,200					<b>\$5,544</b>	
<b>REIMBURSABLES</b>						
Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc.					<b>\$210</b>	
SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead)					<b>\$0</b>	
<b>TOTAL, SCHEDULE B</b>					<b>\$43,775</b>	
<b>GRAND TOTAL, SCHEDULES A AND B</b>					<b>\$199,253</b>	



**EXHIBIT D-2**  
**Consultant Fee Determination Summary Sheet**  
 (Specific Rates of Pay)  
**FEE SCHEDULE**

Discipline or Job Title	Hourly Rate	Overhead 188.04%	Profit 42%	Rate Per Hour
AutoCAD/GIS Tech./Engineering Intern	\$15-\$40	\$28.21-\$75.22	\$6.30-\$16.80	\$49.51-\$132.02
Electrical Engineer	\$36-\$57	\$67.69-\$107.18	\$15.12-\$23.94	\$118.81-\$188.12
Structural Engineer	\$33-\$51	\$62.05-\$95.90	\$13.86-\$21.42	\$108.91-\$168.32
Environmental Tech./Specialist	\$25-\$42	\$47.01-\$78.98	\$10.50-\$17.64	\$82.51-\$138.62
Civil Engineer	\$28-\$41	\$52.65-\$77.10	\$11.76-\$17.22	\$92.41-\$135.32
Project Engineer	\$36-\$45	\$67.69-\$84.62	\$15.12-\$18.90	\$118.81-\$148.52
Project Manager	\$36-\$61	\$67.69-\$114.70	\$15.12-\$25.62	\$118.81-\$201.32
Principal-in-Charge	\$40-\$61	\$75.22-\$114.70	\$16.80-\$25.62	\$132.02-\$201.32
Resident Engineer	\$37-\$51	\$69.57-\$95.90	\$15.54-\$21.42	\$122.11-\$168.32
Field Inspector	\$25-\$44	\$47.01-\$82.74	\$10.50-\$18.48	\$82.51-\$145.22
Field Survey Crew (2 Person)	\$51-\$68	\$95.90-\$127.87	\$21.42-\$28.56	\$168.32-\$224.43
Field Survey Crew (3 Person)	\$80-\$93	\$150.43-\$174.88	\$33.60-\$39.06	\$264.03-\$306.94
Professional Land Surveyor	\$35-\$46	\$65.81-\$86.50	\$14.70-\$19.32	\$115.51-\$151.82
Secretary/Word Processor*	N/A	N/A	N/A	N/A

\* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.58 per mile or the current maximum IRS rate without receipt IRS Section 162(a).



**EXHIBIT E-1**  
**Breakdown of Overhead Cost**

**GRAY & OSBORNE**

**COMPUTATION OF OVERHEAD MULTIPLIER**

Federal, State, and Local Taxes .....	21.62%
Insurance and Medical .....	23.93%
Professional Development and Education .....	0.74%
Sick Leave, Vacations and Holidays .....	14.58%
Administration (Typing, CADD, GIS, Computer)** .....	40.89%
Rent, Utilities, and Depreciation .....	20.26%
Office Expenses, Support and Maintenance .....	5.64%
Travel .....	2.08%
Retirement and Incentive Program .....	58.15%
Facilities Cost of Capital .....	0.15%
<b>TOTAL: .....</b>	<b>188.04%</b>

\*\*Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.



**EXHIBIT F-1**  
**Payment Upon Termination of Agreement**  
**by the Agency Other than for Fault of the Consultant**  
(Refer to Agreement, Section IX)

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.





## **EXHIBIT G-1 Subcontracted Work**

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

PanGEO, Inc. (Geotechnical) – \$7,788.00 (Includes 10% Administrative Overhead)

Cultural Resource Consultants (Archaeological) – \$5,500.00 (Includes 10% Administrative Overhead)

TAB — H



**CITY COUNCIL  
AGENDA BILL  
AB 19-102**

**Meeting Date: December 16, 2019**

**AGENDA ITEM INFORMATION**

**SUBJECT:** Police  
Department Land Clearing  
Bid Award

**Originator:**

Mayor

City Council

City Administrator

City Attorney

City Clerk/Treasurer

City Engineer

Community Development Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

DG

**COST:** \$1,895.25

Other:

**SUMMARY STATEMENT:** The bid for vegetation clearing closed on Friday, December 13<sup>th</sup>. There were five bidders and Wirkalot Construction was the lowest. It is the staff's recommendation to accept the lowest bidder.

**RECOMMENDED ACTION:** *Authorize the Mayor to accept the bid from Wirkalot Construction for clearing of vegetation at 104 3<sup>rd</sup> ST NW as part of new Police Headquarters Project.*



## Removal of vegetation and site prep work for LB PD

### Small Works

Name	Phone	Quote	Meet on site
Eric Wirkkala	360-355-5298	\$ 4,310.34	12/5 pm
Greg Lindstrom	360-749-1798	\$ 2,599.20	12/4 pm
Parker Hill	360-783-2294	\$ 5,500.00	12/4 am
Wirkalot Constuction	206-999-0578	\$ 1,895.25	12/9 pm
Taft	360-665-4775	\$ 5,945.50	12/4 am

\* Eric Wirkkala by phone call 12/6/19 @ 3:20 p.m.

TAB — I

December 6, 2019

To whom it may concern:

I, Kaarina Stotts, am looking for the option to purchase a portion of the unused right of way west of my current property located at 104 11<sup>th</sup> Street SE. I have a current project in the works and that extra little bit of land would be extremely useful with what I have planned.

If you have any questions, please don't hesitate to contact me.

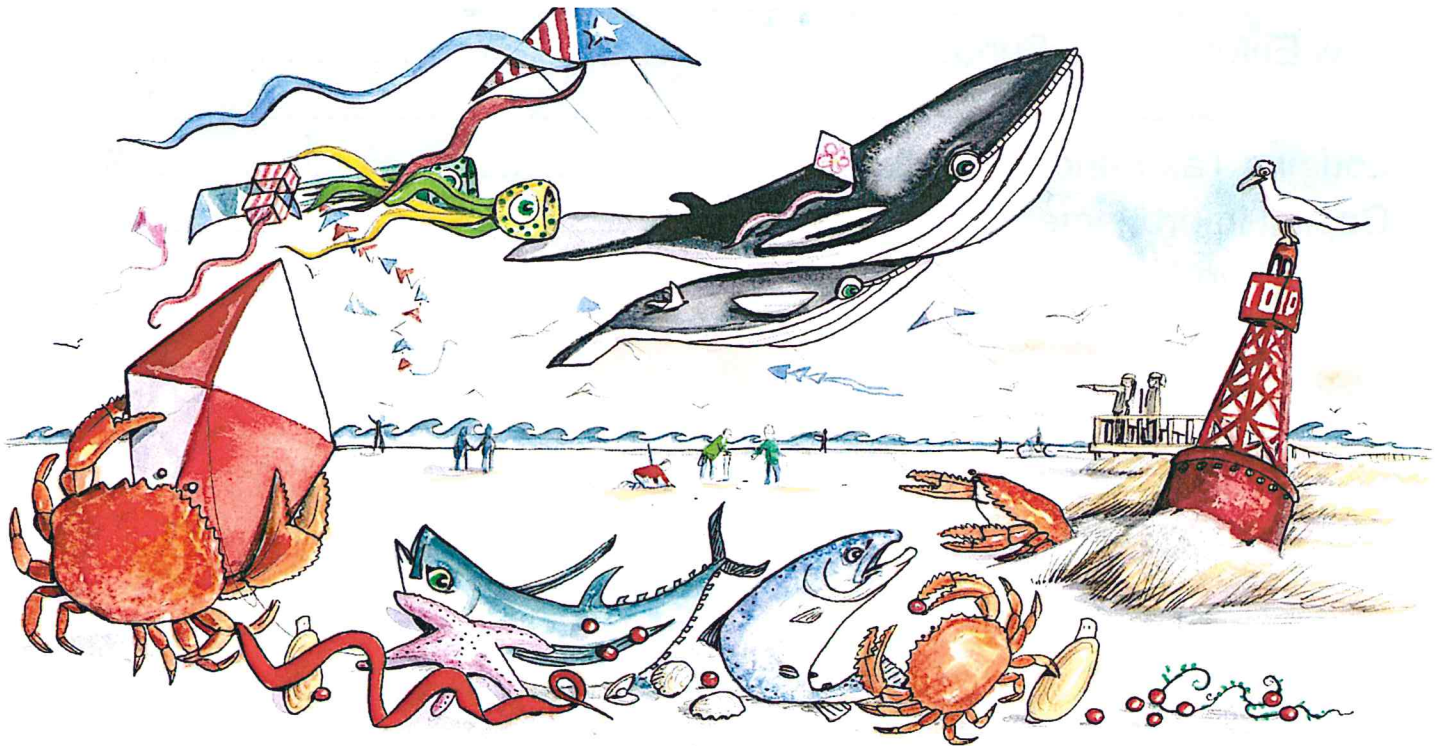
Thank you in advance,

A handwritten signature in purple ink that reads "Kaarina Stotts". The signature is written in a cursive, flowing style.

Kaarina Stotts  
360-783-2278  
vintagelove@charter.net



# 2020 BUDGET MESSAGE



DECEMBER 2019



City of Long Beach

Jerry Phillips, Mayor

City Council: Sue Svendsen, Tina McGuire, Del Murry, Kevin Cline & Holli Kemmer,

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## *A Message from the Mayor*

With 2019 coming to an end, there have been many triumphs and challenges throughout the year. The city nears the end of the Biosolids Treatment Facility construction. The battle with code enforcement continues as we strive to make the city a better place to live and visit.

Our sales tax and lodging tax dollars continue to grow. Clamming dates were announced, and we should see some of those revenues come in late December. Transportation Benefit District money supported the Idaho Avenue Improvements; through an Interlocal Agreement with Pacific County, we were able to secure substantial savings. The overlay will occur in 2020 and wrap up that project. The Bolstad Restroom project was completed this year; we are making final touches and paving a portion of the parking area. There are multiple other projects happening, just to mention a few: wrapping up the water comprehensive plan, beginning the sewer comprehensive plan, and Culbertson Park ADA upgrades, the Police Station relocation and renovation, the South Washington waterline and pavement overlay project and the update of the City's Comprehensive Plan will be completed in 2020.

We have created sinking funds in almost every fund, allowing us to earmark funds for future projects. Much-needed boardwalk repairs could cost anywhere from \$800,000 to \$1.2 million.

The overall debt level for the City after 2020 will push \$9.6 million. This is a result of the mandate by the Department of Ecology to change how we dispose of biosolids, and the facility must be operational by early 2020.

We have fantastic City employees doing an overall superior job. The City personnel roster stands at 25, plus eight Police Officers, a City Attorney, a City Prosecutor, a City Judge, five Council Members, and the Mayor.

I'm looking forward to 2020. Long Beach is a tremendous city to visit, live and work. We have so many natural wonders that make us the greatest destination spot in the state. Thank you for helping make 2019 a fantastic year for our city. I am honored and proud to be your Mayor.

*Mayor Jerry Phillips*



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## Introduction

During 2019, the City saw record numbers in sales tax and lodging tax, setting the bar high for 2020. There are some large projects happening in 2020, including wrapping up the Regional Biosolids Treatment Facility that will be located behind the wastewater plant. This project is estimated to cost roughly \$7 million. The funding source is the Department of Ecology, with 40% grant and forgivable principal. The plant is set to be up and running towards the beginning of 2020.

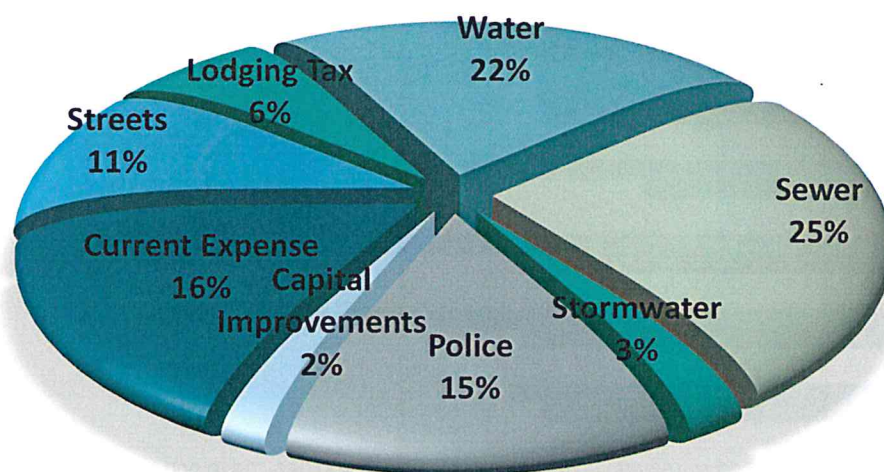


The City is also in the process of upgrading some of the facilities, including City Hall, with painting and foundation upgrades. The City was awarded funding from the Recreation Conservation Office for ADA upgrades to Culbertson Park. That project will be completed in 2020.



Mayor Phillips is constantly looking for ways to improve the City of Long Beach and gain funding sources for the Current Expense fund, which is always in need. He continues to be diligent with code enforcement and cleaning up the city. There have been large strides within the last year, and he plans to continue his work dedicated to the beautification of Long Beach.

### 2020 City of Long Beach Budget

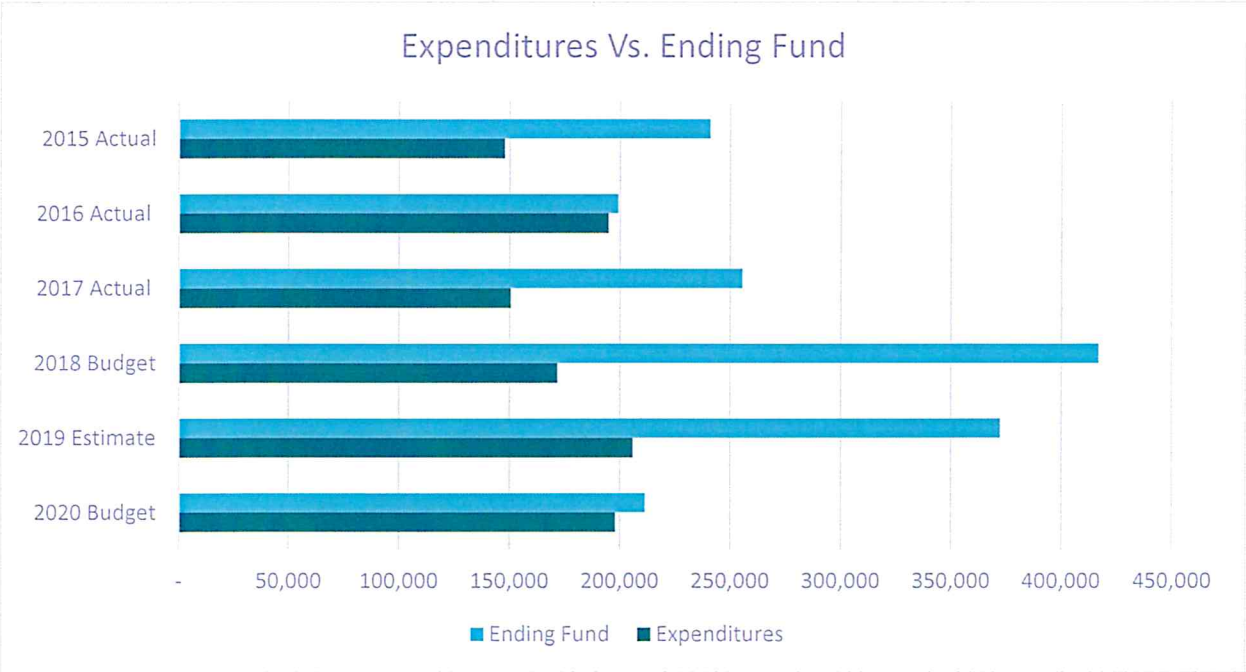


#### Current Expense Fund

This fund is vital to the City operations. Most tax revenues go to this fund, including 75% of property tax, sales tax and all other business taxes. This makes up roughly \$1.6 million in revenue projected for 2020. Sales tax revenues had a fantastic year in 2019, bringing in nearly \$720,000.

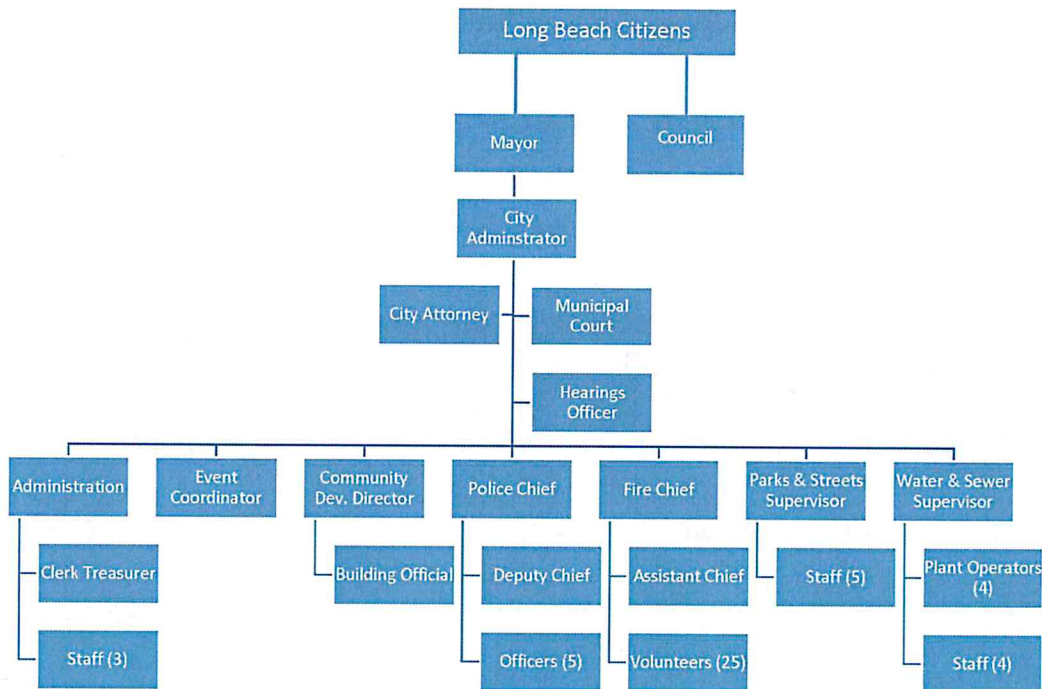
The largest expense is the transfer to the Law Enforcement fund, which is roughly \$755,000. This fund holds all the Legislative, Finance, Administration, Building, Planning, Fire and Parks expenses. The Mayor has been very diligent when it comes to code enforcement, so there is additional money set aside for that within the building sub-fund. The City maintains numerous pocket parks, Discovery Trail, Culbertson Park and Stanley Field. The beginning balance for 2020 is projected to be \$372,524, ending the year with \$211,429. This includes another \$50,000 contribution

to the Current Expense Sinking Fund. The Sinking Fund, which is there for emergencies or capital equipment purchases, will have a balance of \$270,000 at the end of 2020. This money can also be used as local match for a project such as the Boardwalk reconstruction. Another important item to point out is that the voters passed a bond to purchase a new fire truck for the city. That will happen in 2020.





# Long Beach Organization Chart



Revised 12/3/18

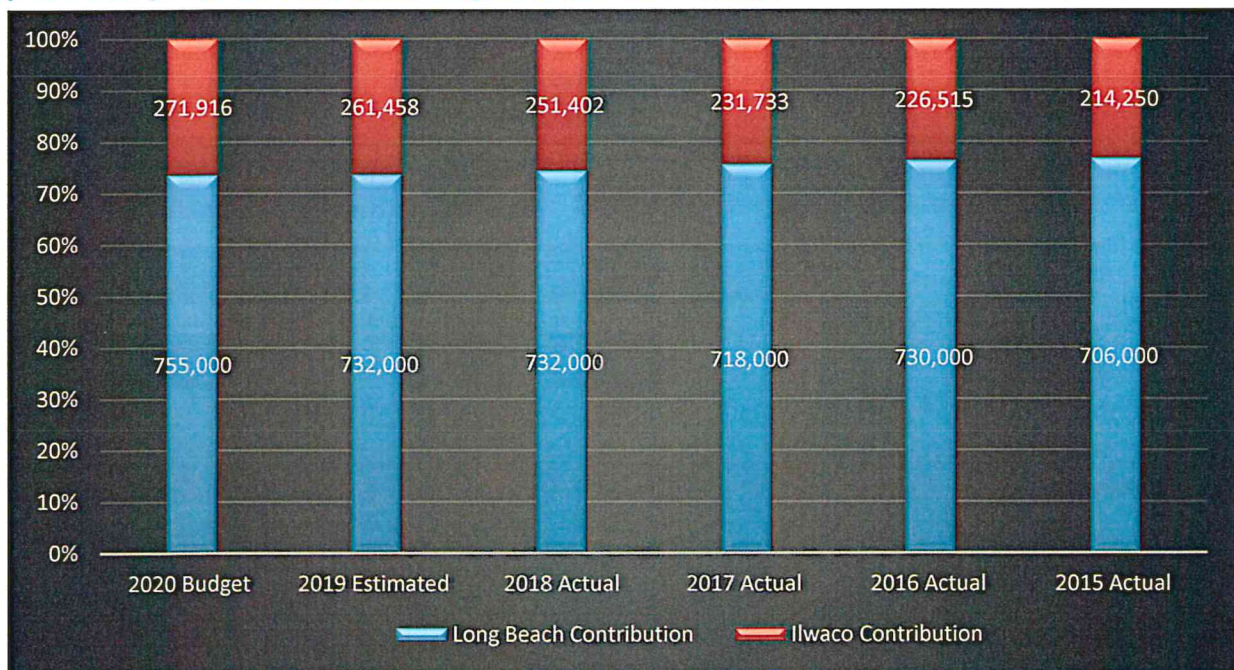
## Capital Projects Fund

The revenues from this fund are based on real estate sales within the city limits. This money must be spent on capital expenditures. As mentioned above, the City has been awarded a grant to complete ADA upgrades to Culbertson Park. The project is mostly funded through the Washington State Recreation and Conservation Office, with \$75,000 in grant money. The City will contribute labor and roughly \$30,000 in cash contributions. This project includes improvements to the field, new dugouts, resurfacing the basketball court and tennis court, adding pickle ball lines to each court, and paving the pathway connecting each field so that the entire park is ADA accessible. This project will be wrapped up in 2020 and will be a great addition to Culbertson Park. The Council has also requested that an inclusive wheel be budgeted for 2020, another item to add near the play structure. The beginning fund balance for 2020 is estimated to be \$61,516, and the ending fund balance at \$78,516.



## Law Enforcement

Most of the revenue in this fund comes from a transfer from the Current Expense fund (\$755,000). Other revenue sources include the City of Ilwaco contribution of \$271,916. The fund supports all the law enforcement that covers both Long Beach and Ilwaco. Law Enforcement staff consists of six officers, a working Chief, a Deputy Chief, and an Administrative Assistant. During 2020, a police station relocation and renovation is planned. A capital budget request was awarded for \$705,000 to the City for this project. This fund begins 2020 with \$13,536 and ends with \$3,916.



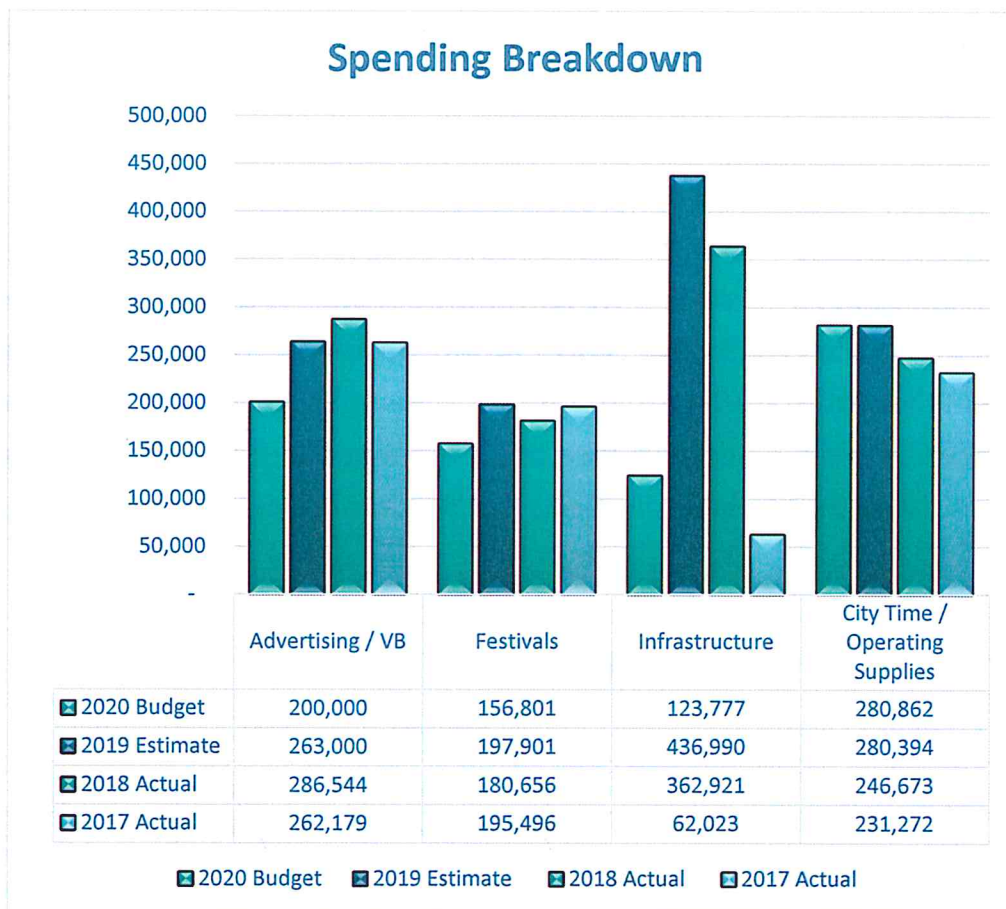
## Street Fund

Most revenues generated in this fund come from the property tax split, where 75% goes to the Current Expense fund and the other 25% goes to this fund. The other large revenue source is the Transportation Benefit District tax that was passed by the voters in 2018. This tax is projected to bring in \$110,000 in 2020. This money is specifically intended for street improvements, and the City plans to complete the Idaho Street South improvements. The City was also awarded a Public Works Trust Fund loan to improve Washington Avenue South by upsizing the waterline and completing an overlay. The overlay is incorporated into the Streets budget with a cost of roughly \$830,000. The City also applied for TIB money to help with this project and was awarded \$400,000. There is a total of \$60,000 set aside to contribute

to the Streets Sinking Fund, which is there for emergencies or capital equipment purchases.

### Lodging Tax Fund

All the revenues from this fund are generated from overnight lodging taxes. This fund supports staff that contribute to the generation of more lodging. This fund also provides money to help support local festivals, events, and the Pacific County Tourism Bureau. The City completed the Bolstad Restroom project in 2019 and, by purchasing a prefabricated building, saved some money in the process. As this fund has been heavily utilized during years past, the ending fund balance is small and appropriations are now being analyzed carefully. The sinking fund for lodging tax is what the City hopes to use as local match for the Boardwalk reconstruction. There is also a \$45,000 contribution to the Lodging Tax Sinking Fund budgeted for 2020. At the end of 2020, the Lodging Tax Sinking Fund should be sitting at roughly \$225,000.





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### Capital Improvements Fund

The majority of revenues in this fund are generated from Business and Occupation taxes. This is a .02% tax that business owners pay based on their quarterly gross receipts within Long Beach city limits. In 2020, money from this fund will help improve some capital facilities throughout the city, contribute to the north end street improvements, Fish Alley improvements and Culbertson Park. This fund also supports the local farmer's market and helps pay off the loan for the Stanley Field improvements.

### Water Fund

The majority of the revenues in this fund come from water customers with current services as well as new installs. The rates support this fund and all that it is able to do, including salaries, benefits, operating supplies, equipment and water related capital expenditures. The City is in the midst of installing remote read meters, cutting down substantially on the man power that it takes to read meters manually. This project began in 2017 and is one of the largest budget items again in 2020. One large focus in the water fund in 2020 is improving taste and smell. There is \$260,000 set aside for water filter replacement and \$35,000 for a pilot study to determine where we can possibly improve. Other purchases include replacement and back-up pumps, a new tank mixer and a portion of the new backhoe. The rates for 2020 will include a 4% increase from 2019, putting the water minimum charge at \$37.71 per month. The beginning fund balance is \$130,842, with a contribution to the Water Sinking Fund of \$65,000, leaving an estimated ending fund balance of \$178,348 for 2020. The Sinking Fund is in place to hold a reserve in case of an emergency or to build up cash for a large purchase. After 2020's contribution, the Water Sinking Fund will be sitting at \$265,000.

Below are capital projects that are planned within the next three years.

Project / Item	Department	2020	2021	2022
Pall Micro Filter Replacement	Water	\$ 108,000	\$ 108,000	
Seaview System Upgrade	Water	\$ 2,500,000		
North Long Beach System Upgrade	Water		\$ 500,000	
Remote Read Meters (Long Beach/Seaview)	Water	\$ 150,000	\$ 150,000	\$ 150,000



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### Wastewater Fund

Like the Water Fund, most of the revenue in the Wastewater Fund is associated with the rates. The rates support this fund and all that it is able to do, including salaries, benefits, operating supplies, equipment and wastewater-related capital expenditures. Maintenance to the lift stations is always a priority and something that is being scheduled for 2020.

The City is currently near the end of the construction phase of the Regional Biosolids Treatment Plant. The cost of the plant is roughly \$7 million. 40% of that cost is grant and forgivable principal, leaving the City with roughly \$4.2 million in debt at 1.9% interest over the next 20 years. The rates for 2020 include an 8% increase from 2019, leaving the wastewater minimum charge at \$72.96 per month. The beginning fund balance of \$304,382, with a contribution to the Wastewater Sinking Fund of \$60,000, leaves an estimated ending fund balance of \$242,870 for 2020. The Sinking Fund is in place to hold a reserve in case of an emergency or to build up cash for a large purchase. After 2020's contribution, the Wastewater Sinking Fund will be sitting at \$120,000.

Below are capital projects that are planned to happen within the next 3 years.

Project / Item	Department	2020	2021	2022
TV Clean and Repair	Wastewater	\$ 30,000	\$ 30,000	\$ 30,000
Lift Station Plumbing upgrades to 5 Stations	Wastewater	\$ 250,000		\$ 250,000
BioSolids Engineering and Construction	Wastewater			

### Stormwater Fund

This fund is also supported by the rates and connection fees. This fund is much smaller in comparison to Water and Wastewater. Some projects in 2020 include beginning the Stormwater Comprehensive Plan update, back-up generator for the 3<sup>rd</sup> Street pump station, and installing new culverts and catch basins. There was an interfund loan back in 2014 where the Water and Wastewater Funds loaned money to the Stormwater Fund; this payback is now fulfilled. There is a 3% rate increase

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proposed for this fund; bringing the rate to \$14.36 per month. The beginning fund balance is \$36,649, leaving an estimated ending fund balance of \$42,476 for 2020.

We look forward to another great year in 2020. As always, feel free to contact City Hall with any questions.

Long Beach City Hall  
115 Bolstad Ave West  
PO Box 310  
Long Beach, WA 98631  
(360) 642-4421

# Long Beach Police

P.O. Box 795  
Long Beach, WA 98631

lbpdchief@centurytel.net

Phone 360-642-2911  
Fax 360-642-5273

12-01-19

Page 1 of 2

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for November 2019

During the month of November the Long Beach Police Department handled the following cases and calls:

## Long Beach

427 Total Incidents  
Aid Call Assists: 3  
Alarms: 5  
Animal Complaints: 2  
Assaults: 3  
Assists: 75  
(Includes 8 PCSO, 0 WSP And 0 Other Agency Assists Outside City Boundaries)  
Burglaries: 0  
Disturbance: 18  
Drug Inv.: 5  
Fire Call Assists: 2  
Follow Up: 107  
Found/Lost Property: 4  
Harassment: 7  
Malicious Mischief: 0  
MIP – Alcohol: 0  
MIP – Tobacco: 0  
Missing Persons: 1  
Prowler: 2  
Runaway: 0  
Security Checks: 81  
Suspicious: 21  
Thefts: 8  
Traffic Accidents: 7  
Traffic Complaints: 10  
Traffic Tickets: 7  
Traffic Warnings: 25  
Trespass: 15  
Warrant Contacts: 6  
Welfare Checks: 13

## Ilwaco (Includes 14 Calls At Port)

260 Total Incidents  
Aid Call Assists: 0  
Alarms: 3  
Animal Complaints: 4  
Assaults: 14  
Assists: 25  
Burglaries: 0  
Disturbance: 6  
Drug Inv.: 3  
Fire Call Assists: 2  
Follow Up: 72  
Found/Lost Property: 3  
Harassment: 2  
Malicious Mischief: 0  
MIP – Alcohol: 0  
MIP – Tobacco: 0  
Missing Persons: 1  
Prowler: 1  
Runaway: 0  
Security Checks: 70  
Suspicious: 12  
Thefts: 1  
Traffic Accidents: 0  
Traffic Complaints: 2  
Traffic Tickets: 2  
Traffic Warnings: 16  
Trespass: 5  
Warrant Contacts: 9  
Welfare Checks: 7



On November 5<sup>th</sup> I taught a Mental Health First Aid Class for Ocean Beach Hospital.

On the 12<sup>th</sup> I attended a meeting for WellSpring Community Network.

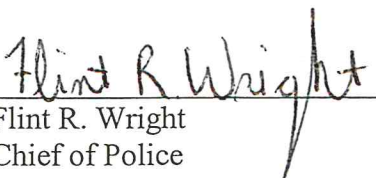
Officer Miranda Eastham started the police academy on November 13<sup>th</sup>. She will graduate next March.

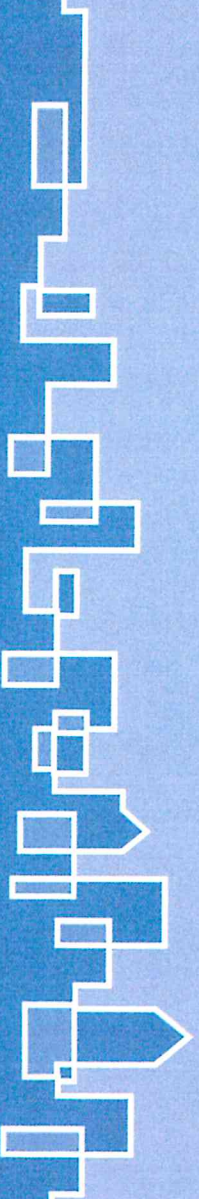
On November 14<sup>th</sup> I, along with David Glasson, met with Ocean Beach School District Superintendent Huntly to discuss the school resource officer position. As of that date the district still has not secured the funds for the officer but will be doing so after the first of the year. We also talked about expectations for the officer and that the district wants to be involved in an interview process for picking the right officer.

I met as part of the Board of Directors for Willapa Behavioral Health on the 15<sup>th</sup>. Discussion was held about various issues related to Willapa.

I taught another Mental Health First Aid Class on the 16<sup>th</sup>. This class was for area law enforcement and is the last one for the year.

On November 22<sup>nd</sup> I helped out at the "Family Fun Night" at Ilwaco High School that was put on by WellSpring Community Network. We had about 75 adults and children show up for the event and everyone seemed to have a good time.

  
\_\_\_\_\_  
Flint R. Wright  
Chief of Police



This is to certify that I,

Susan M. Svendsen

have attended and completed AWC's *Elected Officials Essentials*, on  
December 7, 2019. This training is designed to meet or exceed the State of  
Washington's 2014 Open Government Trainings Act requirements for  
elected officials (RCW 40.14, 42.30, and 42.56).

Signature: \_\_\_\_\_

Susan M. Svendsen

Date: \_\_\_\_\_

12-7-19

