



## AGENDA – Monday, August 15, 2016

**6:30 p.m. City Council Workshop**

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

Long Beach City Hall  
115 Bolstad Avenue West

### 6:30 p.m. COUNCIL WORKSHOP

WS 16-16

Stanley Field update – TAB A

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

Call to order	Mayor Phillips, Council Member Linhart, Council Member Caldwell,
And roll call	Council Member Murry, Council Member Hanson and 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, August 1, 2016 City Council Meeting
- Payment Approval List for Warrant Registers 56472-56510 & 80247-80332 for \$179,023.67

### BUSINESS

- **AB 16-43 Consultant Agreement with AKS Engineering – TAB C**
- **AB 16-44 Pickleball Request – TAB D**
- **AB 16-45 Stanley Field Resolution related to financing – TAB E**

### DEPARTMENT HEAD ORAL REPORTS

### CORRESPONDENCE AND WRITTEN REPORTS – TAB F

- Sales and Lodging Tax report for July 2016
- Correspondence – Relay for life thank you
- Business License – Serendipity: Weddings and Events – 601 Pacific Ave S #6
- Group Travel Magazine spotlight

### 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.  
September 6, 2016, September 19, 2016, October 3, 2016, October 17, 2016

### 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 16-16**

**Meeting Date: August 15, 2016**

**AGENDA ITEM INFORMATION**

<b>SUBJECT: Stanley Field</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST: N/A</b>		
<b>SUMMARY STATEMENT:</b> This workshop is to discuss the progress and problems with the completion of Stanley Field. Attached is a spreadsheet with updated cost estimates.		

# Stanley Field

## Revenue

City Match - Cash	\$ 89,900.00
City Drainage Funds	\$ 66,447.94
City Match - Labor etc	\$ 55,100.00
RCO 50% Match	\$145,000.00
Templin Foundation	\$ 20,000.00
Private Donations	\$ 15,000.00
Port of Peninsula	\$ 5,000.00
Total Revenues	\$396,447.94

Total All Actual and  
Estimated Expenses \$477,306.69

Short \$ (80,858.75)

## Expenditures

Lindstrom Original Bid	\$274,458.96
Proposed Change Orders	
Clearing and Grubbing Over-Run (600 Yards)	\$ 8,119.48
Fence - Decrease from 12' to 8', 50 feet extra	\$ (2,984.00)
West Pathway Shortening	\$ (2,832.38)
Parking Lot Paving: Reduce to 2" from 3"	\$ (10,034.70)
Eliminate Masonry Block Walls	\$ (2,824.82)
8th Ave. Increase from 15" to 18"	\$ 1,623.90
Additional Type 2 Area Drain - 8th Ave	\$ 1,500.00
Additional Type 2 Area Drain Washington w/credit	\$ 1,079.00
6" Diameter Drain Pipe to Fire Station for extra basin	\$ 1,151.29
Extra Fill for low areas of site (1800 yards with credit)	\$ 23,738.58
Extra Asphalt at Fire Hall (30 tons)	\$ 5,250.00
Total Change Orders	\$ 23,786.35
<b>Grand Total (Base Bid and Change Orders)</b>	<b>\$298,245.31</b>
<u>Optional Items and Surfacing</u>	
Hydro Seeding	\$ 6,516.51
Ditch Rock Lining and Fabric (8' x 480')	\$ 8,335.00
Turfing	\$ 43,120.00
Top Soil (4 inches)	\$ 42,161.78
Total Optional Items	\$ 48,678.29
<b>Grant Total all included bid items</b>	<b>\$346,923.60</b>

City Spent to Date \$ 43,883.09

Subtotal Lindstrom Bid and Changes + City to Date: \$390,806.69

Engineering * total 45,000 - donated 10,000	\$ 35,000.00
Items Left to complete	
Surveying	\$ 5,000.00
Concession Stand / Storage	\$ 24,000.00
Dugouts and Bull Pen	\$ 12,000.00
Sprinkler System	\$ 4,000.00
Landscaping	\$ 500.00
Scoreboard	\$ 6,000.00
Total Remaining	\$ 51,500.00

Grand Total Actual and estimated Expenses \$477,306.69

**TAB - B**





## LONG BEACH CITY COUNCIL MEETING

August 1, 2016

### 5:30 p.m.; COUNCIL WORKSHOP

WS 16-14 Sports Marketing Presentation  
WS 16-15 Long Beach Peninsula Visitors Bureau funding

### CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Phillips called the meeting to order at 7:00 p.m. and asked for the Pledge of Allegiance and roll call.

### ROLL CALL

David Glasson, City Administrator, called roll with C. Linhart, C. Kemmer, C. Caldwell, and C. Hanson all present. C. Murry was absent.

### PUBLIC COMMENT

No public comment.

### CONSENT AGENDA

Minutes, July 18, 2016 City Council Meeting

Payment Approval List for Warrant Registers 56444-56471 & 80151-80246 for \$261,049.88

**C. Linhart made the motion to approve the Consent Agenda. C. Kemmer seconded the motion. 4 Ayes, 1 Absent, motion passed.**

### BUSINESS

AB 16-40 Six Year Street Improvement Plan

David Glasson, City Administrator, presented the Agenda Bill. RCW requires Cities to adopt a "Six Year Street and Arterial Street Plan" each year. The proposed Resolution for 2017 is updated. **C. Linhart made the motion to adopt the Resolution. C. Kemmer seconded the motion. 4 Ayes, 1 Absent, motion passed.**

AB 16-41 Financial Services Interlocal Agreement with the City of Ilwaco

David Glasson, City Administrator, presented the Agenda Bill. The Agreement authorizes the cities of Ilwaco and Long Beach to use financial services from either entity when needed. **C. Hanson made the motion to approve the interlocal agreement. C. Linhart seconded the motion. 4 Ayes, 1 Absent, motion passed.**

AB 16-42 TIB Streetlight Program Agreement

David Glasson, City Administrator, presented the Agenda Bill. The Washington State Transportation Improvement Board has grants to refit existing streetlights to new LED streetlights. Since LED lights use less electricity, the city will save more money in electricity, therefore will have more money for the street department. The city will pay upfront for the contractor to change the fixtures, and TIB will reimburse

the city in full. C. Linhart made the motion to approve the grant agreement. C. Hanson seconded the motion. 4 Ayes, 1 Absent, motion passed.

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

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

- Sales and Lodging Tax report for July 2016
- Correspondence- Relay for Life Thank You

#### **ADJOURNMENT**

The Mayor adjourned the meeting at 7:13 p.m.

---

Mayor

ATTEST:

---

City Clerk



## Warrant Register

Check Periods: 2016 - August - 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
56472	Bell, Helen S	8/5/2016	Amount
56473	Binion, Jacob	8/5/2016	\$292.94
56474	Booi, Kristopher A	8/5/2016	\$1,746.65
56475	Campbell, Mathias A	8/5/2016	\$1,435.76
56476	Cox, Mallory E	8/5/2016	\$869.55
56477	Payroll Vendor	8/5/2016	\$324.86
56478	Goulter, John R.	8/5/2016	Void
56479	Gray, Karen	8/5/2016	\$1,585.47
56480	Hanson, Natalie	8/5/2016	\$120.40
56481	Huff, Timothy M.	8/5/2016	\$266.95
56482	Kaino, Kris	8/5/2016	\$1,499.35
56483	Kemmer, Holli L	8/5/2016	\$1,015.75
56484	Linhart, Steven P	8/5/2016	\$266.95
56485	Luethe, Paul J	8/5/2016	\$266.95
56486	Miller, Matt W	8/5/2016	\$1,810.16
56487	Mortenson, Tim	8/5/2016	\$442.88
56488	Murry, Del R	8/5/2016	\$1,912.18
56489	Padgett, Timothy J	8/5/2016	\$266.95
56490	Phillips, Gerald S	8/5/2016	\$1,426.55
56491	Quittner, Jonathan H	8/5/2016	\$436.65
56492	Russum, Richard	8/5/2016	\$958.30
56493	Simonson, Angela B	8/5/2016	\$1,523.05
56494	Stewart, Joe L	8/5/2016	\$580.12
56495	Warner, Ralph D.	8/5/2016	\$1,855.47
56496	Williams, David L	8/5/2016	\$2,086.19
56497	Wood, Matthew T	8/5/2016	\$184.60
56498	Wright, Flint R	8/5/2016	\$940.58
56499	Zuern, Donald D.	8/5/2016	\$2,478.16
56500	Gilbertson, Bradley K	8/5/2016	\$2,055.10
			\$1,493.29

Register	Name	Post Date	Closing Date	Amount
56501	AFLAC	8/5/2016		\$417.39
56502	Association of WA Cities	8/5/2016		\$27,878.00
56503	City of Long Beach - Fica	8/5/2016		\$12,483.34
56504	City of Long Beach - FWH	8/5/2016		\$9,190.53
56505	Council Gift Fund	8/5/2016		\$60.00
56506	Dept of Labor & Industries	8/5/2016		\$2,292.54
56507	Dept of Retirement Systems	8/5/2016		\$11,615.17
56508	Dept of Retirement Systems Def Comp	8/5/2016		\$1,450.00
56509	Massmutual Retirement Services	8/5/2016		\$825.00
56510	Teamsters Local #58	8/5/2016		\$219.00
80247	Employment Security Dept	7/29/2016		\$875.94
80248	Danthonia Designs	8/2/2016		\$1,350.00
80249	Cavett, Orchid	8/4/2016		Void
80250	Cox, Mallory	8/4/2016		\$37.82
80251	CRUISE MASTER PRISMS	8/4/2016		\$94.05
80252	Cunningham, Jesse	8/4/2016		\$400.00
80253	Glasson, David	8/4/2016		\$48.60
80254	Kyle, Kathie	8/4/2016		\$200.00
80255	MAC TOOLS	8/4/2016		\$56.68
80256	Melling, Casey	8/4/2016		\$370.00
80257	Prestegard, Ray	8/4/2016		\$100.00
80258	SUNSET AUTO PARTS, INC	8/4/2016		\$1,507.03
80259	Tangly Cottage Garden	8/4/2016		\$853.20
80260	Smith, Ariel	8/4/2016		\$38.76
80261	Cavett, Orchid	8/4/2016		\$250.00
80262	Meling, Casey	8/4/2016		\$53.99
80263	MLO Media	8/10/2016		\$125.00
80264	Airgas USA LLC	8/12/2016		\$32.61
80265	ALS ENVIRONMENTAL	8/12/2016		\$37.50
80266	AlSCO-American Linen Div.	8/12/2016		\$120.51
80267	American Legion Band	8/12/2016		\$150.00
80268	Astoria Janitor & Paper Supply	8/12/2016		\$703.47
80269	Back County Horse Outfitters	8/12/2016		\$2,100.00
80270	Backflow Management Inc	8/12/2016		\$1,502.50
80271	Bailey's Saw Shop	8/12/2016		\$63.60
80272	Beach Batteries	8/12/2016		\$73.35
80273	BLEWETT, JOSH	8/12/2016		\$500.00
80274	Boyce Equipment & Parts Co., Inc	8/12/2016		\$123.63
80275	Bruce Smith - Texas Tribute	8/12/2016		\$700.00
80276	BSK Associates	8/12/2016		\$320.75
80277	Cartomation, Inc	8/12/2016		\$500.00
80278	Cashmere Valley Bank	8/12/2016		\$4,854.56
80279	Chevron & Texaco Business Card Services	8/12/2016		\$2,000.00
80280	Chinook Observer	8/12/2016		\$25.00
80281	Clatsop Power Equipment	8/12/2016		\$102.55
80282	Coast Rehabilitation Services	8/12/2016		\$292.00

Execution Time: 7 second(s)



Number	Name	Print Date	Clearing Date	Amount
80283	Coleman, George	8/12/2016		\$200.00
80284	Cottage Bakery	8/12/2016		\$20.00
80285	CURRAN-McLEOD, INC	8/12/2016		\$5,050.00
80286	Dennis Company	8/12/2016		\$816.57
80287	Department of Licensing - Firearms Section	8/12/2016		\$18.00
80288	Dept of Ecology	8/12/2016		\$5,291.92
80289	Dragon Theater Puppets	8/12/2016		\$675.00
80290	Englund Marine Supply	8/12/2016		\$359.40
80291	Ferguson Enterprises, Inc #3007	8/12/2016		\$120.79
80292	Fink, Kevin	8/12/2016		\$75.00
80293	Ford Electric	8/12/2016		\$504.77
80294	Fosse Farms	8/12/2016		\$840.00
80295	Furrow Pump	8/12/2016		\$3,073.05
80296	Gilbert, Sidney	8/12/2016		\$130.00
80297	H. D. FOWLER	8/12/2016		\$704.55
80298	Hach Company	8/12/2016		\$557.37
80299	Iron Mountain	8/12/2016		\$300.10
80300	K & L Supply, Inc.	8/12/2016		\$1,174.91
80301	Kyle, Kathie	8/12/2016		\$200.00
80302	L.N. Curtis & Sons	8/12/2016		\$3,155.55
80303	Linda Brand Crab & Seafoods	8/12/2016		\$187.23
80304	Naselle Rock & Asphalt	8/12/2016		\$6,690.00
80305	Neofunds By Neopost	8/12/2016		\$544.10
80306	Ocean Beach Hospital	8/12/2016		\$148.95
80307	Olympic Region Clean Air Agency	8/12/2016		\$243.00
80308	Oman & Son Builders	8/12/2016		\$4,811.64
80309	One Call Concepts, Inc.	8/12/2016		\$30.36
80310	Pacific Art & Office Supply	8/12/2016		\$68.42
80311	Pacific County Sheriffs	8/12/2016		\$295.00
80312	Parkson Corporation	8/12/2016		\$683.97
80313	Peninsula Sanitation	8/12/2016		\$4,204.63
80314	Penoyar, William	8/12/2016		\$1,000.00
80315	Pollardwater	8/12/2016		\$67.65
80316	Porter Foster Rorick LLP	8/12/2016		\$3,220.00
80317	Powell, Seiler & Co., P.S	8/12/2016		\$315.00
80318	Rosales, Andy	8/12/2016		\$181.25
80319	Sid's Iga	8/12/2016		\$44.00
80320	Solutions Yes	8/12/2016		\$144.00
80321	STAPLES ADVANTAGE	8/12/2016		\$321.75
80322	Starvation Alley Farms	8/12/2016		\$70.00
80323	Sterling Codifiers, Inc	8/12/2016		\$5,009.00
80324	Total Battery & Auto	8/12/2016		\$150.66
80325	Tse, Brian P	8/12/2016		\$300.00
80326	Visa	8/12/2016		\$5,606.02
80327	Wadsworth Electric	8/12/2016		\$1,287.00
80328	Weatherby, Cheryl	8/12/2016		\$180.00

Execution Time: 7 second(s)

Printed by CLBI\HelenB on 8/12/2016 1:15:34 PM  
Register



TAB - C







**CITY COUNCIL  
AGENDA BILL  
AB 16-43**

**Meeting Date: August 15, 2016**

**AGENDA ITEM INFORMATION**

<b>SUBJECT: Consultant Agreement with AKS Engineering for Street Project</b>	<b>Originator:</b>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
<b>COST: N/A</b>	Water/Wastewater Supervisor	
<b>SUMMARY STATEMENT:</b> Washington State Transportation Improvement Board requires an approved consultant agreement to pave the streets that are scheduled for the fall of this year. This agreement meets TIB approval.		
<b>RECOMMENDED ACTION:</b> <i>Approve the agreement and authorize the Mayor to sign.</i>		





# Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 2-W-970(001)-1		PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION FY 2017 Overlay Project Engineering services for the design of HMA grind and inlay improvements along 3 <sup>rd</sup> , 13 <sup>th</sup> , and 17 <sup>th</sup> .			
CONSULTANT NAME & ADDRESS AKS Engineering and Forestry, LLC 9600 NE 126 <sup>th</sup> Avenue, Suite 2520, Vancouver, WA, 98682			
<b>AGREEMENT TYPE (check one)</b>			
<input type="checkbox"/> LUMP SUM \$ _____ <input checked="" type="checkbox"/> COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE <u>147.23</u> % <div style="text-align: center;">OVERHEAD COST METHOD</div> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Actual Cost  <input type="checkbox"/> Actual Cost Not To Exceed _____ %  <input type="checkbox"/> Fixed Rate _____ % </div> <div> <input type="checkbox"/> Negotiated Hourly Rate  <input type="checkbox"/> Provisional Hourly Rate </div> </div> <div style="text-align: center;">FIXED FEE \$ <u>2,782.05</u></div> <input type="checkbox"/> SPECIFIC RATES OF PAY <input type="checkbox"/> COST PER UNIT WORK			
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE March 31, 2017		MAXIMUM AMOUNT PAYABLE \$28,801.80	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the City/County of \_\_\_\_\_, 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: Urban Arterial Trust Account funds, 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.



### 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.

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 CONSULTANTS 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 AGENCY, 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.

- 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.

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 of the 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.

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**

- 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.

**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.

**XVII  
CERTIFICATION OF THE  
CONSULTANT AND THE AGENCY**

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.

---

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

By  By \_\_\_\_\_

Consultant AKS Engineering & Forestry City/County of \_\_\_\_\_





### EXHIBIT A-1 Certification of Consultant

Project No. 2-W-970(001)-1	City/County Long Beach / Pacific
-------------------------------	-------------------------------------

I hereby certify that I am Seth Halling, Associate a duly authorized representative of the firm of AKS Engineering & Forestry whose address is 9600 NE 126th Avenue Suite 2520, Vancouver, WA 98682 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.

8/12/2016  
Date

[Signature]  
Signature

### Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City/County of \_\_\_\_\_, 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**

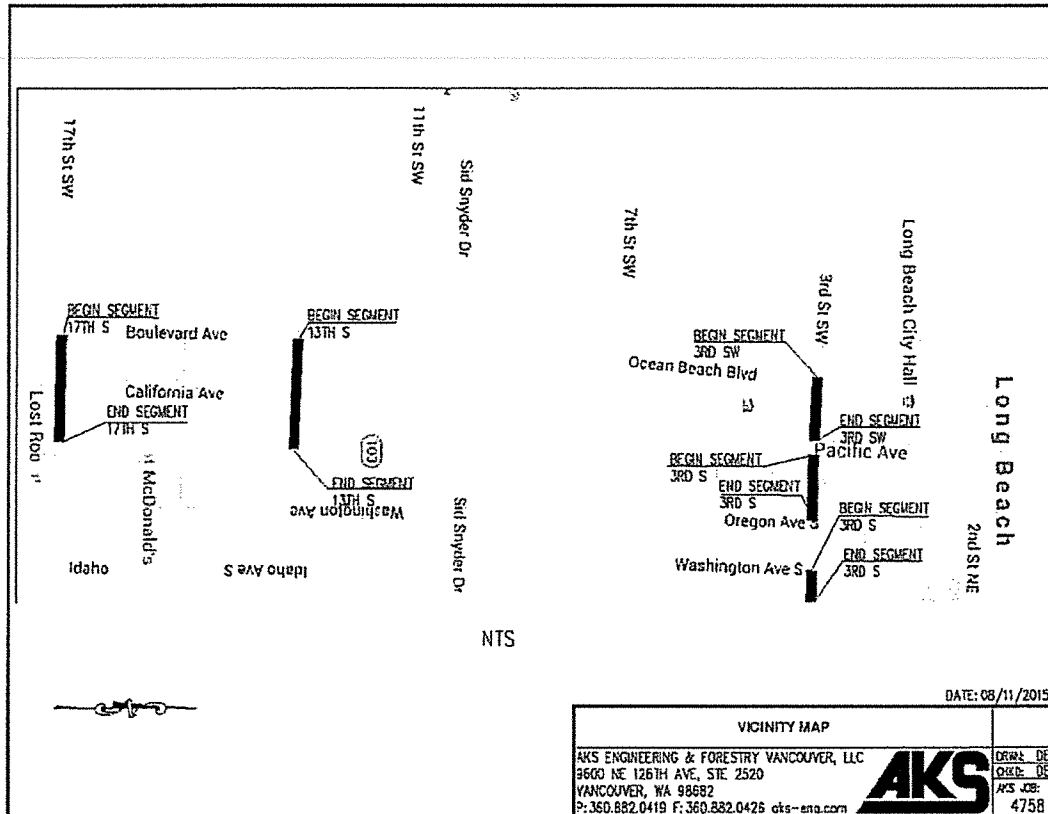


Project No.

6-W-973(005)-1

Describe the Scope of Work

The City of Long Beach wishes to perform preservation work along sections of 17<sup>th</sup>, 13<sup>th</sup>, and 3<sup>rd</sup> streets. This project scope will be determined during the design process based on geotechnical investigation. The proposed final cross section and striping will match the existing condition.



Above picture no longer to scale.

AKS will provide the following services and deliverables in support of the above project scope:

Project Management – AKS will provide the following services:

- 1) Preparation and execution of subcontracts.
- 2) Management of project budget.
- 3) Management of project schedule.
- 4) Project staff and subconsultant management.
- 5) QA/QC of design deliverables.

Project funding – AKS will provide the following services:

- 1) Coordination of consultant work, as authorized by the City, with TIB as well as assisting the city in preparing reimbursement requests, Updated Cost Estimates (UCE), and other required paperwork.

Agency/Community Coordination – AKS believe in absolute transparency and as such will provide the following services:

- 1) Participate in two project meetings with City staff to review project scope, schedule, budget, deliverables, and any concerns.
- 2) Attend one public open house, time and location to be arranged by City staff.

Geotechnical – AKS understands the scope of the project will include geotechnical analysis (subconsultant) and as such will provide the following services:

- 1) Subcontract and coordinate geotechnical work with a highly qualified and licensed geotechnical firm.
- 2) Review and comment on subconsultant submittals.
- 3) Field investigation via subconsultant.

Assumption: AKS assumes under this proposal the City will provide any necessary traffic control for field work.

Preliminary Design – AKS understands a preliminary design deliverable is necessary for use in review, public meeting, and staff meetings and as such will provide the following services:

- 1) Develop preliminary plan sheets and exhibits for use in public meeting, staff meeting, incorporating data collected during the topographic survey for evaluation and comment.
- 2) Prepare specifications in City-approved format and referencing 2016 WSDOT Standard Specifications. Also to be included: proposal, contract, bonds, and insurance documents/requirements and related documentation.

Assumed in this scope is that AKS will not perform a stormwater analysis due to no impervious area added under the scope of this project.

Construction Staging – It will be necessary for the Contractor to stage his/her equipment needed to complete project work. In preparation for such needs AKS will perform the following services:

- 1) Work with the City to identify and coordinate staging areas as well as assist the City in the preparation of generic temporary construction permits, as required, for City distribution and acquisition.
- 2) Provide staging plans reflecting identified areas.

Final Plans, Specifications, and Estimate (PS&E) package – AKS will provide the following services:

- 1) Prepare and submit a 100% PS&E package including project plans, specifications, and engineers cost estimates that reflect all prior review comments, for City review and/or pertinent funding agency review comments.
- 2) It is anticipated this project will be categorically excluded from SEPA requirements. No work associated with a SEPA checklist or SEPA determination has been included in this scope.
- 3) Submit final PS&E package and updated UCE to the City and TIB and solicit authorization to bid the project from both the City and TIB.
- 4) Prepare and assist City in submitting Department of Ecology-required Construction Stormwater Erosivity Waiver.

Bid and Award – AKS will perform the following services:

- 1) Prepare bid advertisement and submit to two newspapers (City's newspaper of record and Daily Journal of Commerce). Incurred costs associated with the publication of advertisements to be borne by the City.
- 2) Prepare and distribute electronic bid documents (CD format) to local planning agencies (up to four), utility companies, City, and TIB.
- 3) Prepare and distribute electronic bid documents to bona fide bidders and maintain bidders list.
- 4) Answer bid inquiries during bid phase including written clarification as required.
- 5) Prepare and distribute bid addenda as required.
- 6) Review bids, check reference of apparent qualified low bidder, prepare and distribute bid summary with Engineer's "Letter of Recommendation for Award."
- 7) Coordinate with the City and TIB.

Exclusions

- 1) Any work associated with right-of-way acquisition.
- 2) Any survey work associated with staking of property lines/right-of-way.
- 3) Any work associated with Cultural Resource Studies/assessments.
- 4) Any work associated with SEPA compliance.
- 5) Any work associated with stormwater review and/or design.

Documents to be Furnished by the Consultant

- One (1) Set of project Specifications (Hard Copy)
- One (1) Set of Full Size Construction Drawings (hard copy, 22"x34")
- One Set of Half Size Construction Drawings (hard copy, 11"x17")
- One (1) CD containing the PS&E package.
- 

See below



## GENERAL PROVISIONS

1. **REIMBURSABLE EXPENSES:** Reimbursable expenses of AKS Engineering & Forestry, LLC (AKS) shall be those expenses incurred directly for the project, including but not limited to transportation costs, meals, lodging, computer services, printing, permit fees, and binding charges. Reimbursement for these expenses shall be on the basis of actual costs (if incurred through an outside vendor) or at AKS' current cost rates.
2. **OUTSIDE SERVICES:** Any technical or professional services furnished by an outside consultant or contractor will be billed at cost.
3. **PAYMENT TO AKS:** Monthly invoices will be issued by AKS for all work performed under the terms of this Agreement. Invoices are due and payable on receipt.
4. **FAILURE TO PAY:** AGENCY acknowledges that failure to timely pay any amount hereunder is a material breach of this Agreement, and that AKS may, in its sole discretion, suspend service and all other obligations under this contract and/or under any other contract between AKS and AGENCY (and/or between AKS and any other AGENCY subject to control by AGENCY or any of AGENCY's principals) in the case of any late payment, and that if any payment is not timely made, AKS may further withhold plans, documents, and information (whether such documents and/or information was prepared under this contract, another contract between AKS and AGENCY, or a contract between AKS and another AGENCY subject to control by AGENCY or one of AGENCY's principal's). AKS may claim a lien for all materials, labor, and services furnished if any amount due hereunder is not timely paid. In addition to the principal amount due hereunder, and any Finance Charges that accrue hereunder, AGENCY agrees to pay AKS all collection costs that AKS incurs, regardless of whether or not litigation is initiated, including but not limited to reasonable attorney's fees, court costs, and charges for AKS staff time (at AKS' regular rates). If AKS suspends work as a result of AGENCY's non-payment, AKS may require an additional "start up fee" to re-start work hereunder, even if AGENCY cures all past defaults.
5. **GOVERNMENT CHANGES:** If AKS, pursuant to this Agreement, produces a work product and/or performs field work that complies with the ordinances, policies and procedures of governmental agencies, and any such governmental agency changes its ordinances, policies, procedures or requirements after the date of this Agreement, any additional office or field work thereby required shall be paid for by AGENCY as extra work.
6. **CONSTRUCTION COST ESTIMATES:** Any construction cost estimates provided by AKS will be on a basis of experience and judgment, but since AKS has no control over market conditions or bidding procedures, AKS cannot warrant that bids or actual construction costs will not vary from these cost estimates.
7. **PROFESSIONAL STANDARDS:** AKS shall only be responsible, to the level of competency and the standards of care, skill, and diligence maintained by professionals providing similar services in AKS' local community at the time that AKS provides services under this Agreement. AKS makes no other warranty, expressed or implied.
8. **LIMITATION OF LIABILITY:** AGENCY hereby waives all claims against AKS and releases AKS from any claim, demand, loss, or liability that AGENCY may now or hereafter have against AKS arising out of or in connection with this Agreement or the services provided hereunder (whether in tort, contract or otherwise), provided that any such claim, demand, loss or liability has not resulted from AKS' gross negligence or willful misconduct. In no case shall AKS's liability to the AGENCY for any cause or combination of causes, in the aggregate, exceed the amount of the fee actually paid to AKS under this Agreement. In no event shall AKS be liable for any indirect or consequential damages of any kind.
9. **LEGAL EXPENSES:** In the event either party hereto must seek legal counsel for the purpose of enforcing or otherwise interpreting the terms of this Agreement, whether or not legal action is initiated, the losing party shall pay the prevailing party all fees, costs, and expenses incurred including reasonable attorneys' fees and expert witness fees, including any fees and costs incurred on appeal.
10. **ENFORCEABILITY:** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.
11. **TRANSFERABILITY OF AGREEMENT:** This Agreement is between AGENCY and AKS and is not transferable without the written consent of the other party.
12. **ACCESS TO SITE:** Unless otherwise stated, AGENCY warrants that AKS will have access to the site, to the same degree as AGENCY, for activities necessary to perform services. AGENCY represents that it has unrestricted access to the site.
13. **OWNERSHIP OF DOCUMENTS:** It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), whether in hard copy or machine-reader form, are instruments of professional service intended for one-time use by AGENCY only for this project only. Work Product is and shall remain the property of AKS. AGENCY shall not obtain the right to use the Work Product, even for one-time use unless all amounts due under this Agreement are paid in full. If AGENCY is in possession of any Work Product and has not paid any amount due hereunder, AKS may demand return of the Work Product, and may specifically enforce AGENCY's obligation to return such Work Product.
14. **INDEMNITY:** AGENCY hereby agrees to defend AKS and hold AKS harmless from any claim, demand, loss or liability, including reasonable attorneys' fees, that results from for any loss, damage or liability arising from any acts by the AGENCY, its agents, staff, and/or other consultants or agents that act at the direction of AGENCY.
15. **WORK OF OTHERS:** AGENCY agrees that AKS shall not be responsible or liable for any work performed or services provided by any entity other than AKS and/or any person that is not a direct employee of AKS. AGENCY acknowledges that AKS may assist AGENCY with the coordination of other contractors and/or design professional and/or consultants, and/or that AKS will make arrangements for the provision of services by others; and AGENCY further acknowledges that such coordination and/or other such efforts does not make AKS liable for the services provided by others. AGENCY understands and expressly acknowledges that AKS does not provide Geo-technical engineering, Traffic engineering, structural engineering, wetland delineation, and electrical engineering services. AGENCY expressly acknowledges that AKS does not assume responsibility for determining, supervising, implementing or controlling the means, methods, technique, sequencing or procedures of construction, or monitoring, evaluating or reporting job conditions that relate to health, safety or welfare.
16. **ALL TERMS MATERIAL:** All provisions herein are material to AKS's agreement to provide services, and were expressly negotiated by the parties.
17. **NOTICE OF CLAIMS:** AGENCY shall, and expressly agrees to, provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS, including but not limited to any dispute, any claimed damages, any perceived failure by AKS, or otherwise. As a condition precedent to any recovery from AKS, AGENCY shall give AKS written notice of any such claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. AGENCY's failure to provide such notice, for any reason, shall constitute waiver of such claim.

## 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.

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

Prepared by Devin Jackson (AKS Engineering and Forestry, LLC)				Date August 11, 2016	
Project FY 2017 Long Beach Overlay Project					
<b>Direct Salary Cost (DSC)</b>					
Classification	Man Hours		Rate		Cost
Principal	10	x	57.69	=	576.90
Project Manager	60	x	40.87	=	2,452.20
Design Engineer	40	x	36.06	=	1,442.40
Engineering/CAD Technician	80	x	33.65	=	2,692.00
Clerical	20	x	17	=	340.00
		x		=	
		x		=	
		x		=	
<b>TOTAL DSC</b>					<b>\$7,503.50</b>
<b>OVERHEAD (OH Cost including Salary Additives)</b>					
OH Rate x DSC or <u>150 %</u> x \$ <u>18,348.80</u>					<b>\$11,255.25</b>
<b>FIXED FEE (FF)</b>					
FF Rate x DSC or <u>30 %</u> x \$ <u>18,348.80</u>					<b>\$2,251.05</b>
<b>REIMBURSABLES</b>					
Mileage @ \$0.54 /Mile; Expense @ Cost				Itemized	<b>\$2,000.00</b>
<b>SUBCONSULTANT COST (See Exhibit G)</b>					<b>\$5,792.00</b>
<b>GRAND TOTAL</b>					<b>\$28,801.80</b>

(Specific Rates of Pay)

[illegible]



**EXHIBIT E-1**  
**Breakdown of Overhead Cost**  
AKS Engineering and Forestry, LLC.

<b>Direct Labor:</b>	
Direct labor:	\$977,382
Direct Labor Principals	<u>66,974</u>
<b>Fringe Benefits:</b>	
PTO - Employees	\$71,465
PTO - Principals	\$10,247
Medical Insurance	115,679
Dental/Life/Disability Insurance	5,548
Employer's FICA Tax	121,785
Federal Unemployment	1,436
State Unemployment	7,058
Workers' Compensation	6,351
HRA Funding/Expenses	13,233
HSA ER Annual Contributions/Fees	5,942
Employer 401k Contribution	45,263
Employee Training	29,117
Employee Benefits	14,160
Incentive Bonus	70,800
<b>Total Fringe Benefits</b>	<u><b>\$518,084</b></u>
<b>General Overhead:</b>	
Indirect Labor	\$318,200
Labor Variance (Uncompensated OT)	(49,961)
Bid & Proposal Labor	113,624
Advertising Salaries	34,986
Accounting & Legal Fees	12,487
Advertising Expense	1,546
Business Development Expense	29,197
Business/Auto Insurance	7,730
Charitable Donations	1,689
Computer Hardware/Software	71,373
Copier	13,781
Depreciation Expense	124,854
Fuel/Vehicle Maintenance	24,431
Vehicle Contra	(20,212)
Interest/Bank/Late Charges	0
IT Consulting	1,580
Janitorial/Maintenance/Repairs	5,113
Licenses/Permits/Apps	1,873
Intercompany Management Fees	76,066
Travel/Bid and Proposal Expense	884
Meals	1,152
Mileage	5,372
Office Equipment/Furniture	4,103
Office Supplies	13,148
Outside Services	1,848
Parking	123
Payroll Service	1,863
Phone/Internet Services	21,970
Phone Hardware/Software	1,865
Postage, Shipping, Delivery	1,398
Principal Life Insurance	1,742

**EXHIBIT E-1**  
**Breakdown of Overhead Cost**  
AKS Engineering and Forestry, LLC.

Professional Liability Insurance	8,886
Professional Registrations and Dues	7,930
Professional Services	0
Property/Business Taxes	308
Recruitment	625
Rent	77,849
Repair Field Equipment	0
Technical Office Supplies	12,914
Technical Office Supplies - Contra	(10,175)
Technical Field Supplies	29,007
Technical Field Equipment	21,674
Tenant Improvements	4,833
Utilities	7,704
Vehicle License and Registration	7,697
WA Sales Tax Paid	26,418
Total General Overhead	<u>\$1,019,495</u>
Total Overhead Costs	<u><u>\$1,537,579.06</u></u>
Overhead Rate:	<u><u>147.23%</u></u>

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

**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.

## EXHIBIT G-1 Subcontracted Work

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

### Pavement Investigation Work Scope

The pavement investigation work will be done for the five street segments shown in Table 1.

**TABLE 1 - SUMMARY OF PROJECT STREETS**

Project Street	From	To	Approx. Length, ft
3rd St SW	Ocean Beach Blvd	Pacific Ave	255
3rd St SE	Pacific Ave	Oregon Ave	265
		S	
3rd St SE	Washington Ave S	East End	255
13th St SW	Boulevard Ave	Pacific Ave	455
17th St SW	Boulevard Ave	Pacific Ave	465

The scope of work consists of the following:

- 1) The pavement will be visually surveyed to identify areas of distress indicative of structural or subgrade failure that may warrant special treatment alternatives. The full-depth repair areas (if any) will be tabulated in order to assist you in field marking the repair areas.
- 2) Pavement core explorations will be conducted at up to five locations. If feasible, the cores will be conducted on cracks to investigate the cause and depth of the cracks. Asphalt concrete core samples will be inspected for cracking, delamination and indications of asphalt stripping damage. The pavement layers will be visually classified, and the depth and thickness of pavement layers will be measured.
- 3) At each core location we will conduct hand auger explorations to a depth of 1-ft into the subgrade or a maximum depth of 2-ft below the pavement surface. We will measure the thickness of the base aggregate (if present) and the subgrade soil will be logged and classified, and grab samples of subgrade soil will be retrieved for laboratory water content determination and visual reclassification. We will also obtain bulk samples that may be used for a laboratory cement treated mix design should full depth reclamation be considered a viable alternative. Since it is unclear at this time whether cement treatment is a cost-effective alternative, we have not included the laboratory testing in this work scope and fee estimate and therefore, this would need to be approved as an additional work item.

The depth of the exploration below the bound layers will be patched using excavated materials compacted by a vibratory hammer and the core hole through the bound layers will be patched using *Instant Road Repair*, a high performance polymer modified asphaltic patching material, compacted by vibratory hammer. A GRI representative will conduct and direct the pavement coring work.

- 4) Based on the results of our field investigation we will provide rehabilitation recommendations for the project streets. The recommendations will be based on a 15-yr design period and presumptive traffic loading estimates.
- 5) The rehabilitation recommendations will be presented in a brief technical memorandum.

Our fee estimate is based on the following assumptions in addition to the scope of work described above:

- 1) Permits will not be necessary for the testing work.
- 2) Traffic control will not be required due to the low traffic volume on the project streets.

**EXHIBIT G-2**  
**Subconsultant Fee Determination Summary Sheet**



Prepared by GRI				Date 8-11-2016	
Project Long Beach FY 2017 Overlay Project					
<b>Direct Salary Cost (DSC)</b>					
Classification	Man Hours		Rate		Cost
Principal	1	x	\$69.33	=	\$69
Associate		x	\$62.50	=	
Senior Engineer/Geologist		x	\$46.05	=	
Project Engineer/Geologist	16	x	\$40.87	=	\$654
Staff Engineer/Geologist	27	x	\$36.06	=	\$974
CADD/Drafter		x		=	
Technical Editor	2	x	\$36.60	=	\$73
		x		=	
		x		=	
<b>TOTAL DSC</b>					<b>\$1,770</b>
<b>OVERHEAD (OH Cost including Salary Additives)</b>					
OH Rate x DSC or 165.88 % x \$1,770.07					<b>\$2,936</b>
<b>FIXED FEE (FF)</b>					
FF Rate x DSC or 30 % x \$ 1,770.07					<b>\$531</b>
<b>REIMBURSABLES</b>					
Itemized					<b>\$555</b>
<b>GRAND TOTAL</b>					<b>\$5,792</b>

**EXHIBIT G-3**  
**Breakdown of Overhead Cost**  
**Geotechnical Resources, Inc.**  
**Indirect Cost Rate Schedule**  
**For the Year Ended December 31, 2014**

Description	Financial Statement Amount	GRI Adj.	Ref.	Accepted Amount	%
<b>Direct Labor</b>	<u>\$1,519,314</u>			<u>\$1,519,314</u>	<u>100.00%</u>
<b>Indirect Costs:</b>					
<b>Fringe Benefits</b>					
Incentive Payments - Bonuses	\$156,311			\$156,311	10.29%
Vacation Pay	125,561			125,561	8.26%
Holiday Pay	91,362			91,362	6.01%
Medical / Personal Leave Pay	53,806			53,806	3.54%
Employment Taxes	235,431			235,431	15.50%
Insurance - Employee	354,816	(\$1,886)	A	352,930	23.23%
Simple IRA Plan Contributions	58,697			58,697	3.86%
Employee Morale, Health, & Welfare	9,611	(6,808)	B, C	2,804	0.18%
<b>Total Fringe Benefits</b>	<u>\$1,085,596</u>	<u>(\$8,694)</u>		<u>\$1,076,902</u>	<u>70.88%</u>
<b>General Overhead</b>					
Indirect Labor	\$863,494	(\$47,018)	D, P	\$816,476	53.74%
Payroll Variance	(95,162)			(95,162)	-6.26%
Professional Development	22,013	(235)	E	21,778	1.43%
Professional Registration & Dues	11,567			11,567	0.76%
Recruitment	3,036			3,036	0.20%
Office Expenses	187,353	(1,353)	I	186,000	12.24%
Computer Expenses	49,721	(384)	E	49,337	3.25%
Lab / Field Supplies & Maintenance	26,712			26,712	1.76%
Communications	58,110			58,110	3.82%
Business Licenses	6,627			6,627	0.44%
Business Dues / Registrations	13,741	(1,639)	G	12,102	0.80%
Professional Services	47,464			47,464	3.12%
Bank, Late, Interest Charges	5,167	(3,724)	H	1,442	0.09%
Business Insurance	156,725			156,725	10.32%
Meals & Entertainment	27,441	(18,946)	C, I	8,495	0.56%
Vehicles & Travel	38,817	(3,444)	F, J	35,373	2.33%
Marketing & Business Development	45,617	(36,455)	E, C, I	9,162	0.60%
Contributions & Donations	1,582	(1,582)	G, K	-	0.00%
Bad Debt	19,797	(19,797)	L	-	0.00%
Depreciation Expense	64,169	213	M	64,381	4.24%
Interest Expense	4,874	(4,874)	H	-	0.00%
Penalties & Fines	8,172	(8,172)	N	-	0.00%
Business Taxes	64,516	(45,801)	O	18,715	1.23%

**Geotechnical Resources, Inc.**  
**Indirect Cost Rate Schedule**  
**For the Year Ended December 31, 2014**

Description	Financial Statement Amount	GRI Adj.	Ref.	Accepted Amount	%
Total General Overhead	<u>\$1,631,552</u>	<u>(\$193,211)</u>		<u>\$1,438,341</u>	<u>94.67%</u>
Total Indirect Costs & Overhead	<u>\$2,717,148</u>	<u>(\$201,905)</u>		<u>\$2,515,244</u>	<u>165.55%</u>
Indirect Cost Rate (Less FCCM)	178.84%	165.55%		<u>165.55%</u>	
Facilities Cost of Capital	<u>\$2,717,148</u>	<u>5,023</u> <u>(\$196,881)</u>		<u>\$5,023</u> <u>\$2,520,267</u>	0.33%
Indirect Cost Rate (Includes FCCM)				<u>165.88%</u>	

*Geotechnical Resources, Inc. - Reviewed and Accepted by JE 11/16/15*  
*"Indirect Cost Rate still subject to WSDOT Audit"*

**References**

**Geotechnical Resources, Inc. Adjustments:**

- A 48 CFR 31.205-19(e)(2)(v): (\$1,886) Officers' life insurance is disallowed.
- B 48 CFR 31.205-13(b) & (c): Gifts are disallowed, Recreation costs are disallowed.
- C 48 CFR 31.205-14: Entertainment costs including company picnics and local meals in a social manner are disallowed.
- D 48 CFR 31.205-1(f) & 31.205-22: (\$44,238) Marketing, lobbying, and any labor associated with unallowable activities is disallowed.
- E 48 CFR 31.205-1: (\$235) (\$384) (\$25,612) Advertising, Public Relations and general marketing materials are disallowed.
- F 48 CFR 31.205-46(a)(2): (\$2,594) Lodging, Meals, and Incidental Costs exceeding FTR per diem rates are disallowed.
- G 48 CFR 31.205-22: (\$1,639) Lobbying costs, paid as a percentage of professional dues, are disallowed.
- H 48 CFR 31.205-20: (\$3,724) (\$4,874) Interest expenses are disallowed.
- I 48 CFR 31.205-51: Costs of alcoholic beverages are disallowed.
- J 48 CFR 31.205-6(m)(2): (\$850) Expenses related to the personal use of company auto are disallowed.
- K 48 CFR 31.205-8: Contributions are disallowed.
- L 48 CFR 31.205-3 & 31.001: (\$19,797) Bad Debt and associated costs are disallowed.
- M 48 CFR 31.205-11: (\$213) Adjustment for accelerated depreciation.
- N 48 CFR 31.205-15(a): (\$8,172) Cost of penalties are disallowed.
- O 48 CFR 31.205-41: (\$45,801) Federal income taxes are disallowed
- P 48 CFR 31.205-6(g): (\$2,780) Severance Pay is disallowed



**TAB - D**





# CITY COUNCIL AGENDA BILL

AB 16-44

Meeting Date: August 15, 2016

## AGENDA ITEM INFORMATION

**SUBJECT:** *Pickleball request*

**Originator:**

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

Events Coordinator

Finance Director

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

DG

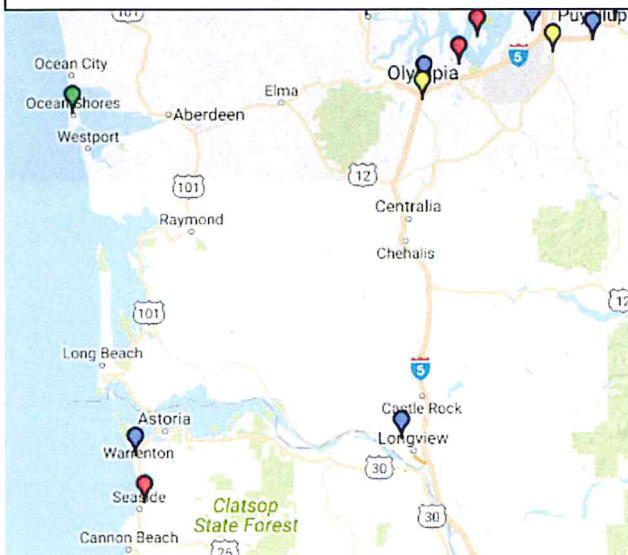
**COST:** \$<250.00

**SUMMARY STATEMENT:** The Mayor has been approached by a member of the public to help create a pickleball court. Pickleball is "A paddle sport created for all ages and skill levels. The rules are simple and the game is easy for beginners to learn, but can develop into a quick, fast-paced, competitive game for experienced players."

### The Basics

1. A fun sport that combines many elements of tennis, badminton and ping-pong.
2. Played both indoors or outdoors on a badminton-sized court and a slightly modified tennis net.
3. Played with a paddle and a plastic ball.

**RECOMMENDED ACTION:** Authorize community volunteers to put a court in at the old Skate Park location at Culbertson Park







**TAB - E**





**CITY COUNCIL  
AGENDA BILL**

**AB 16-45**

**Meeting Date: August 15, 2016**

**AGENDA ITEM INFORMATION**

**SUBJECT: Stanley Field  
financing**

**Originator:**

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

Events Coordinator

Finance Director

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

DG

**COST: N/A**

**SUMMARY STATEMENT:** The Stanley field project is expected to cost more than budgeted. This Resolution would allow the city to go back sixty days on payments if the city council desires to pass a bond to help pay for the improvements.

**RECOMMENDED ACTION: Pass Resolution 2016-07**





**RESOLUTION NO. 2016-07**

- A RESOLUTION of the City Council of the City of Long Beach, Washington, declaring the City's intent to issue a limited tax general obligation bond or note to reimburse the City for prior expenditures.

WHEREAS, the Internal Revenue Code of 1986 requires that a municipality declare its intent to issue tax-exempt bonds to reimburse the municipality for prior expenditures before the expenditures are incurred;

THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

The City reasonably expects to reimburse the following expenditures with the proceeds of a limited tax general obligation bond or note to be issued by the City: construction and equipping of a park known as Stanley Field. The City expects to issue approximately \$200,000 principal amount of a limited tax general obligation bond or note for the project. The expenditures to be reimbursed from the tax-exempt proceeds will be made from the Capital Improvement fund of the City.

The adoption of this resolution shall not obligate the City to issue any debt, all of which shall require separate and additional official approval by the City Council.

ADOPTED at a regular meeting of the City Council of the City of Long Beach, Washington, this 15<sup>th</sup> day of August, 2016.

CITY OF LONG BEACH, WASHINGTON

By \_\_\_\_\_  
Mayor

ATTEST:

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

## CERTIFICATE

I, the undersigned, Clerk of the City of Long Beach, Washington (the "City"), and keeper of the records of the City Council (the "Council"), DO HEREBY CERTIFY:

1. That the attached Resolution No. 2016-07 is a true and correct copy of a resolution of the City Council, as finally adopted at a regular meeting of the Council held on the 15<sup>th</sup> day of August, 2016, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of said Resolution; that all other requirements and proceedings incident to the proper adoption of said Resolution have been fully fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

City Clerk

(SEAL)

## **SUMMARY OF INTERNAL REVENUE SERVICE REIMBURSEMENT BOND GUIDELINES**

### **INTRODUCTION**

If the rules described in this memorandum are followed, reimbursement bond proceeds will be treated as “spent” when they are allocated to reimburse an issuer or a private activity bond conduit borrower for prior capital expenditures. This will free the reimbursement bond proceeds from federal tax rules such as the arbitrage rebate requirements. These rules may apply to only a portion of a bond issue.

### **Definition of Reimbursement Bond**

A reimbursement bond is the portion of a bond issue used to reimburse the issuer or conduit borrower for an original expenditure made before the reimbursement bonds are issued and paid from a source other than a reimbursement bond.

### **Short Summary**

The issuer or conduit borrower must declare official intent to issue bonds to reimburse itself not later than 60 days after payment of the original expenditure.

- The issuer must declare official intent if the reimbursement bond is a private activity bond (other than a qualified 501(c)(3) bond, a qualified mortgage bond, a qualified student loan bond or a qualified veterans’ mortgage bond). For other types of bonds, either the issuer or the conduit borrower may declare official intent.
- Reimbursement bond proceeds must be allocated to payment for the original expenditure within 18 months after the expenditure was paid or the financed property was placed in service (whichever is later), but in no event more than three years after the original expenditure was paid (these time limits are longer for certain under-\$5 million bond issuers).
- If the issuer qualifies for the arbitrage rebate exception for small governmental issuers that expect to issue \$5,000,000 or less of bonds in the calendar year, reimbursement bond proceeds must be allocated to payment for the original expenditure within three years after the expenditure was paid or the financed property was placed in service (whichever is later).
- The expenditure financed with reimbursement bond proceeds must be a capital expenditure, an issuance cost for the reimbursement bonds, an extraordinary working capital item, a grant, a qualified student loan or a qualified veterans’ mortgage loan.
- Certain de minimis preliminary expenditures may be paid earlier than 60 days before declaration of official intent, and the 18-month or three-year maximum reimbursement period does not apply to these items.

## **Effective Date**

The new reimbursement rules apply to bonds issued after June 30, 1993.

## **No Application to Certain Bonds**

The 60 day official intent declaration requirement and the timing of issuance of the reimbursement bonds do not apply to the smaller of \$100,000 or five percent of the bond proceeds. Original expenditures up to this amount may be reimbursed with bond proceeds without following the reimbursement bond rules.

Similarly, the 60 day official intent declaration requirement and the 18-month or three year maximum reimbursement period does not apply to preliminary expenditures of up to 20% of the issue price of the reimbursement bonds. Preliminary expenditures include architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred before commencement of acquisition, construction or rehabilitation of the financed property. Land acquisition, site preparation and other costs incident to commencement of construction do not constitute preliminary expenditures.

## **PRELIMINARY REQUIREMENTS**

This section describes the requirements that bond issuers or conduit borrowers must meet within 60 days of paying any original expenditure that they intend to reimburse with tax-exempt bond proceeds.

### **Official Intent Declaration Requirement**

The municipal issuer or ultimate borrower of the bond proceeds must declare “official intent” for the original expenditure within 60 days of paying the expenditure. This official intent may be made before any expenditures are paid. The points that must be covered in the official intent declaration are as follows:

- The declaration of official intent may be made in any reasonable form including a resolution of the issuer, action of an authorized person or specific legislative authorization for a particular project.
- The declaration of official intent must contain a general functional description of the project, property or program to be financed by the reimbursement bonds (for example, “school building renovation,” “highway capital improvement program”). A project description is sufficient if it identifies, by name and functional purpose, the fund or account from which the original expenditure is paid (for example, “parks and recreation fund--recreational facility capital improvement program”).
- The declaration of official intent must state the maximum principal amount of debt expected to be issued (or incurred) for the project.

### **Timing Requirement for Official Intent Declaration**

The issuer or the conduit borrower must declare its official intent within 60 days of making the original expenditure with respect to which it will issue reimbursement bonds. The official intent declaration may be adopted before any expenditures are made.

### **Type of Property Requirement**

The expenditure to be reimbursed must be a “capital” expenditure. A capital expenditure is any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles. Most working capital cannot be financed with the proceeds of reimbursement bonds. Original expenditures for extraordinary, non-recurring items that are not customarily payable from current revenues, such as casualty losses or extraordinary legal judgments in amounts in excess of reasonable insurance coverage may be financed with reimbursement bond proceeds. In addition, costs of issuance of the reimbursement bonds may be financed as can grants, qualified student loans, qualified mortgage loans or qualified veterans’ mortgage loans.

### **Reasonableness Requirement**

On the date of adoption of the official intent declaration, the issuer or conduit borrower must have a reasonable expectation that it will reimburse the original expenditure with proceeds of the reimbursement bonds. Official intent declarations made as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for the project are not reasonable. Similarly, a pattern of failing to reimburse original expenditures covered by official intent declarations is evidence of unreasonableness.

## **REFINANCING RULES**

Rules prohibit reimbursement bond proceeds from being applied to pay principal or interest on an obligation that financed an original expenditure. Prior reimbursement bonds may be refunded if the prior reimbursement bonds met the reimbursement requirements in effect on the date they were issued.

## **BOND ISSUANCE REQUIREMENTS**

There are certain bond issuance and proceeds allocation requirements that must be met at the time of issuance of the reimbursement bonds.

### **Timing Requirements for Reimbursement Bonds**

Reimbursement bonds must be issued and bond proceeds allocated to reimburse the issuer or conduit borrower not later than the date that is 18 months after:

- (a) the date the original expenditure was paid, or
- (b) the date that the project to be financed was placed in service.

but in no event more than three years after the original expenditure was paid.

In the case of governmental units with general taxing powers that expect to issue no more than \$5 million of governmental bonds in the calendar year, reimbursement bonds that are not private activity bonds must be issued within three years of the date the original expenditure was paid or within three years after the property is placed in service.

### **Allocation Requirement**

In order for reimbursement bond proceeds to be treated as expended, the bond proceeds must be “allocated” to the expenditures on the books and records of the issuer or conduit borrower. The allocation must result in the bond proceeds being relieved from all restrictions or covenants contained in the bond documents and state law. An allocation made within 30 days of issuance of the reimbursement bonds may be treated as made on the date of issuance of the reimbursement bonds.

An allocation is invalid and does not result in an expenditure of reimbursement bond proceeds if, within one year after the allocation, money corresponding to the proceeds of the reimbursement bonds allocated to the original expenditure are used to create a sinking fund, pledged fund or otherwise establish an account that has a nexus to the governmental purpose of the reimbursement bonds resulting in the creation of replacement funds.

### **Reasonable Changes to Project**

The rules allow reasonable deviations between the project descriptions contained in the intent resolutions and the actual projects financed by the reimbursement bond proceeds. The project actually financed must be reasonably related in function to the project described in the official intent declaration.

TAB — F





# *Long Beach Police*

P.O. Box 795  
Long Beach, WA 98631

lbpdchief@centurytel.net

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

08-01-16

Page 1 of 2

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for July 2016

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

## **Long Beach**

**978** Total Incidents

Aid Call Assists: 11

Alarms: 6

Animal Complaints: 12

Assaults: 7

Assists: 134

(Includes 9 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 1

Disturbance: 32

Drug Inv.: 5

Fire Call Assists: 6

Follow Up: 154

Found/Lost Property: 35

Harassment: 9

Malicious Mischief: 7

MIP – Alcohol: 3

MIP – Tobacco: 0

Missing/Found Persons: 2

Prowler: 2

Runaway: 0

Security Checks: 240

Suspicious: 29

Thefts: 21

Traffic Accidents: 7

Traffic Complaints: 13

Traffic Tickets: 32

Traffic Warnings: 170

Trespass: 16

Warrant Contacts: 10

Welfare Checks: 14

## **Ilwaco**

**528** Total Incidents

Aid Call Assists: 3

Alarms: 5

Animal Complaints: 3

Assaults: 2

Assists: 72

Burglaries: 1

Disturbance: 12

Drug Inv.: 4

Fire Call Assists: 2

Follow Up: 88

Found/Lost Property: 8

Harassment: 3

Malicious Mischief: 3

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing/Found Persons: 0

Prowler: 1

Runaway: 2

Security Checks: 171

Suspicious: 16

Thefts: 6

Traffic Accidents: 1

Traffic Complaints: 4

Traffic Tickets: 19

Traffic Warnings: 76

Trespass: 5

Warrant Contacts: 12

Welfare Checks: 9

The July 4<sup>th</sup> weekend went well. We were very busy but that is to be expected. The fireworks show in Ilwaco was well attended and was about as perfect an event as you can have. The crowds on the beach on the 4<sup>th</sup> were very large. This year for the first time the beach was not our primary responsibility since we have recently found out that it's not in the city limits. Washington State Parks had about 14 Park Rangers on the beach for the whole weekend and we assisted. Fish and Wildlife, Pacific County Sheriff's Department and Washington State Patrol also were on the beach. We also hired 3 additional officers for the whole weekend. The event, overall, went well. I hope that we can keep State Parks engaged, especially since the beach is their responsibility.

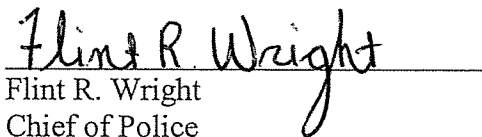
On the 15<sup>th</sup>, Loretta and I helped out at the Kite Museum. A group of about 90 students from summer school were there for a tour of the museum. I let the kids look through my patrol vehicle and gave a short talk about "stranger danger". Loretta helped hand out cookies.

SandSations, which was on the 23<sup>rd</sup>, went well. The crowds were large and well behaved. One of the things that came up was that we ended up transporting a lot of older and handicapped people off the beach. It would be worth considering for the city or organizers of the event to use a Gator, specially marked advertising this service, to do this. Just something to think about.

On July 25<sup>th</sup> I met with staff from Ocean Beach Hospital and Willapa Behavioral Health to discuss how the working relationship between the three entities is going. All agreed that things are working well between us.

Officer Tim Mortenson attended training on July 26<sup>th</sup> and 27<sup>th</sup>. The class title was "Blue Courage". Some of the topics covered were how to address cynicism, developing mental toughness, instilling a sense of commitment to the nobility of policing and developing a moral compass and the courage to do the right thing in any circumstances.

On the 29<sup>th</sup> the department provided traffic control for the Rodeo parade.

  
Flint R. Wright  
Chief of Police



*Dear Ragan,*

*Relay For Life of Long Beach, Washington was a success thanks in part to the generosity and support of The City of Long Beach. Our event welcomed 218 participants and raised more than \$10,000. to finish the fight against cancer! We celebrated survivors and caregivers, honored loved ones lost, and live entertainment and activities.*

*The success of our event takes the work of many. We are so grateful to have had your organization join us as a Presenting Sponsor.*

*Because of your support, the American Cancer Society is able to help people facing cancer in every community by funding groundbreaking cancer research, supporting education and*



*prevention efforts, and providing free information and critical services for people with cancer who need them. We couldn't have done it without you.*

*Thank you. We appreciate your on-going support of Relay For Life, and all of our life-saving programs, services, and other events throughout the year.*

*Sincerely,*

*Nancy Hillis*

*Nancy Hillis, Senior Community Manager*

*[Nancy.hillis@cancer.org](mailto:Nancy.hillis@cancer.org) 361.676.6378*

*22515 K Lane, Ocean Park, WA 98640*



MORE THAN YOU COULD IMAGINE

Hagerstown, Maryland, is famous for Antietam National Battlefield and its Civil War history. Did you know groups also love our beautiful Museum of Fine Arts, and seeing exciting performances at our Maryland Theatre or Washington County Playhouse? Groups love tasting award-winning wines at our vineyards, surrounded by our breathtaking mountain scenery, too. There's more than you can imagine to do right here—only in Hagerstown! Look to [www.visithagerstown.com](http://www.visithagerstown.com) for fun-filled itineraries!

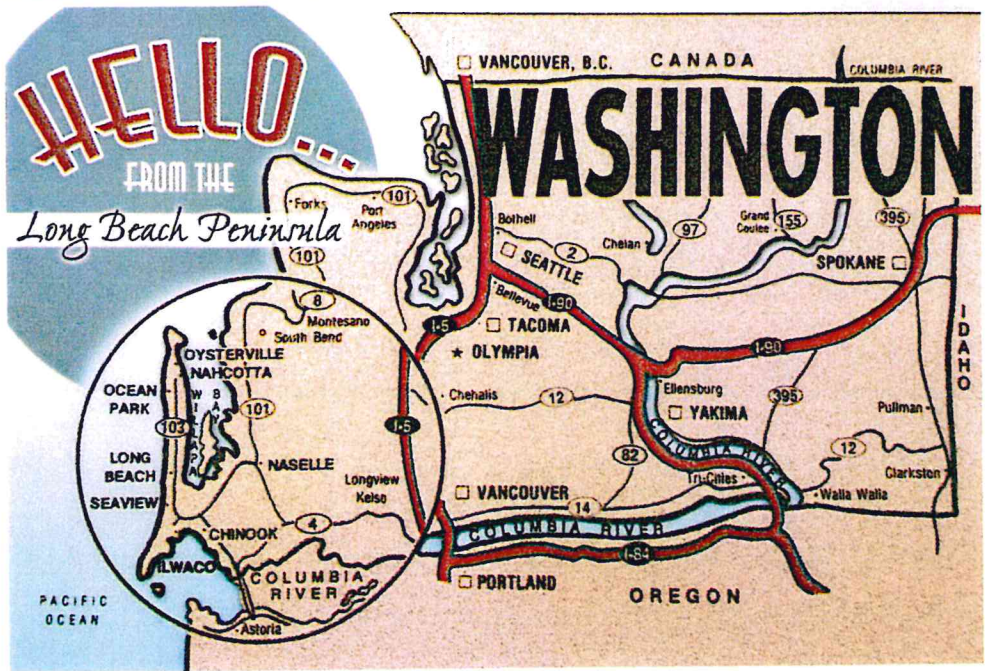
SIT BACK AND ENJOY THE RIDE

Hop-on, hop-off buses are a great way to become familiar with a new city. With Go City Card, you'll see all of the highlights, get a feel for the city's layout and be able to note the attractions you wish to visit at a later time. Go City Card also provides flexibility for group members to explore at their own pace. Live tour guides are highly informative and often add humorous facts along the way. Unless you're trying to get your daily steps in, we recommend sitting back and enjoying the ride. Visit [www.smartdestinations.com](http://www.smartdestinations.com) to learn more.

CHICKEN DINNERS, KARAOKE AND MORE

D.C. continues to be a must-see destination for tour groups as its downtown is undergoing revitalization in many neighborhoods. Here at Magill's Famous Pizza & Buffer, we are featuring box chicken dinners for customers who want to dine along the tidal basin or at Mount Vernon. And our updated karaoke system is getting a deserved workout, as tour groups come ready to warble the night away.

But what makes it special is seeing people who came to town as high school students, who are now teachers and chaperones. Some have returned yearly for over 20 years. To some the tour business might appear very transient, but for us it represents decades of building relationships and friendships with people we may only see for a few memorable hours each year.



BEACH AND BOARDWALK

- “America’s Favorite Beach Towns” —*ForbesTraveler.com*
- “Best Beach” —*KING-5, Seattle, Washington, viewers*
- “One of America’s best boardwalks!” —*USA Today*

From the moment visitors disembark the coach, Long Beach Peninsula hospitality is at your service. From the Red Carpet and Mayor’s Welcome to the Beach Bucket Giveaway on departure day, every aspect of the tour has been designed to impress visitors. Tour operators that chose the Peninsula as their “Mystery Tour Destination” not only received rave reviews from their clients, but have gone on to feature the itineraries in their tour catalogs! Visit <http://longbeachpackagetravel.com> to learn more about Long Beach, Washington.

