CITY OF LONG BEACH

AGENDA – Monday, February 1, 2021

7:00 p.m. City Council Meeting
Zoom Webinar ONLY
Meeting ID: 878 0626 9974
Password: 12345678

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

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

PUBLIC COMMENT

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

CONSENT AGENDA – TAB A

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, January 19, 2021 City Council Meeting
- Payment Approval List for Warrant Registers 59955-59978 & 87704-87754 for $224,763.30

- **AB 21-07 – Authorization for Purchase of New Stormwater Pump– TAB B**
- **AB 21-08 – Scope of Work for the Long Beach Boardwalk Reconstruction – TAB C**

DEPARTMENT HEAD ORAL REPORTS
CORRESPONDENCE AND WRITTEN REPORTS – TAB D

- **Sales Tax Collections for January 2021**
- **Lodging Tax Collections for January 2021**
- **Transportation Benefit District for January 2021**

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop.
February 16, 2021, March 1, 2021 & March 15, 2021

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 OF LONG BEACH

Warrant Register

Check Periods: 2021 - January - Second

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

59955	Bell, Helen S	1/20/2021	$310.53
59956	Binion, Jacob M	1/20/2021	$1,977.00
59957	Booi, Kristopher A	1/20/2021	$2,064.73
59958	Goulter, John R	1/20/2021	$1,774.80
59959	Huff, Timothy M	1/20/2021	$1,708.34
59960	Kemmer, Larry L	1/20/2021	$1,606.61
59961	Luethe, Paul J	1/20/2021	$1,668.60
59962	Moore, Vincent E	1/20/2021	$49.69
59963	Padgett, Timothy J	1/20/2021	$1,625.22
59964	Wood, Matthew T	1/20/2021	$1,712.29
59965	Wright, Flint R	1/20/2021	$2,927.68
59966	Zuern, Donald D	1/20/2021	$2,436.95
59967	AFLAC	1/20/2021	$450.43
59968	Awc - ST & Life	1/20/2021	$734.02
59969	City of LB Retirement Payback	1/20/2021	$50.77
59970	City of Long Beach - Fica	1/20/2021	$12,970.00
59971	City of Long Beach - FWH	1/20/2021	$9,124.40
59972	Dept of Labor & Industries	1/20/2021	$1,788.32
59973	Dept of Retirement Systems	1/20/2021	$16,251.43
59974	Dept of Retirement Systems Def Comp	1/20/2021	$3,123.33
59975	Discovery Benefits Inc.	1/20/2021	$125.00
59976	Employment Security Dept	1/20/2021	$223.72
59977	Massmutual Retirement Services	1/20/2021	$375.00
59978	Teamsters Local #58	1/20/2021	$191.50
87704	U.S. Bank N.A.	1/14/2021	$300.00
87705	Cummins Sales and Service	1/19/2021	$21,077.01
87706	Englund Marine Supply	1/21/2021	$524.76
87707	Pacific County Treasurer	1/21/2021	$3,788.55
87708	Noonan, Jennifer	1/22/2021	$79.73

87709	Master Meter, Inc.	1/22/2021	$2,400.00
87710	Pacific County Treasurer	1/28/2021	$3,074.58
87711	Active Enterprises, Inc.	1/29/2021	$297.19
87712	All Safe Mini Storage	1/29/2021	$120.00
87713	ALS Group USA, Corp.	1/29/2021	$1,285.00
87714	Astoria Janitor & Paper Supply	1/29/2021	$614.07
87715	Backflow Management Inc	1/29/2021	$1,501.25
87716	Bielat, Andrew	1/29/2021	$49.81
87717	BMC WELDING	1/29/2021	$758.10
87718	Charter Spectrum	1/29/2021	$474.93
87719	Chinook Observer	1/29/2021	$155.31
87720	Columbia Ford, Inc.	1/29/2021	$74.15
87721	Department Of Enterprise Services	1/29/2021	$385.00
87722	Department of Health	1/29/2021	$3,639.10
87723	Department of Licensing - Firearms Section	1/29/2021	$36.00
87724	Discovery Benefits Inc.	1/29/2021	$50.00
87725	Dooley Enterprises Inc.	1/29/2021	$3,329.34
87726	Earth Science Laboratories, Inc	1/29/2021	$4,842.66
87727	Environmental Resource Associates	1/29/2021	$427.60
87728	GRAINGER	1/29/2021	$138.95
87729	Gray, Karen	1/29/2021	$263.37
87730	H. D. FOWLER	1/29/2021	$65,421.47
87731	Ingram, Zelasko & Goodwin, LLP	1/29/2021	$250.00
87732	John E. Reid and Associates Inc.	1/29/2021	$575.00
87733	L.N. Curtis & Sons	1/29/2021	$886.86
87734	Lawson Products, Inc.	1/29/2021	$761.72
87735	Measure-Tech, Inc.	1/29/2021	$1,795.25
87736	Pacific County Sheriff's	1/29/2021	$752.50
87737	Postmaster	1/29/2021	$877.20
87738	Powell, Seiler & Co., P.S	1/29/2021	$1,270.00
87739	Pro-Vac	1/29/2021	$7,445.63
87740	Public Utility District 2	1/29/2021	$12,438.31
87741	Sea Western Fire	1/29/2021	$2,030.63
87742	Silver State Consulting Group LLC	1/29/2021	$115.00
87743	Snap ON Tools	1/29/2021	$7,034.42
87744	Solutions Yes	1/29/2021	$307.80
87745	Suez WTS Analytical Instrument, Inc	1/29/2021	$763.76
87746	U. S. Bank Equipment Finance	1/29/2021	$599.44
87747	Usa Blue Book	1/29/2021	$3,355.51
87748	Verizon Wireless	1/29/2021	$768.66
87749	WA Assoc of Sheriffs & Police Chiefs	1/29/2021	$120.00
87750	Wex Bank	1/29/2021	$500.00
87751	Wilcox & Flegel Oil Co.	1/29/2021	$1,119.90
87752	Willapa Firearms Training	1/29/2021	$135.00
87753	Wirkkala Construction	1/29/2021	$259.92

87754	Zee Medical Service Co.	1/29/2021		$222.50
			Total Check	**$224,763.30**
			Grand Total	**$224,763.30**

LONG BEACH CITY COUNCIL MEETING

(Remotely Held Meeting)

January 19, 2021

7:00 CALL TO ORDER
Mayor Phillips called the meeting to order.

ROLL CALL
David Glasson, City Administrator, called roll with Mayor Phillips present at City Hall. C. Svendsen, C. McGuire, C. Murry, and C. Cline were in attendance remotely. C. Kemmer was absent.

INTRODUCTION TO NEW OFFICER- ANTHONY NATSIOPOULOS

PUBLIC COMMENT
Sarah Moe made a comment.

CONSENT AGENDA
Minutes, January 4, 2021 City Council Meeting & January 11, 2021 Special Council Meeting Minutes
Payment Approval List for Warrant Registers 59922-59954 & 87633-87703 for $555,955.78

C. Svendsen made the motion to approve the Consent Agenda. C. McGuire seconded the motion; 4 Ayes; 1 Absent, motion passed.

BUSINESS

AB 21-02 – Ordinance 989 Amending the Miscellaneous Fee Schedule

David Glasson, City Administrator, presented the Agenda Bill. If a customer writes a check and it comes back NSF (non-sufficient funds) the bank charges the City $32 and currently the City only charges the customer $25. The fee does not even cover the cost to the city, not to mention the staff time involved in making the account adjustment and possibly reprocessing the payment. This amendment would raise that fee to $50 which would cover the fee from the bank and the cost of the time associated with processing the NSF.

C. Svendsen made the motion to authorize the Mayor to execute Ordinance 989, modifying the miscellaneous fee schedule to equal the cost of the NSF bank charge plus an additional $1 toward staff time. The city administrator will also have the authority to wave the fee at his/her discretion. C. McGuire seconded the motion; 4 Ayes; 1 Absent, motion passed.

AB 21-03 – Ordinance 990 Amending the Parking Violations Fee Schedule

David Glasson, City Administrator, presented the Agenda Bill. These fines are regulated by RCW 46.61 and allow the city to fine the maximum amount. The city has not amended these fines since 1998.

C. McGuire made the motion to authorize the Mayor to execute Ordinance 990, amending the parking violation fines. C. Svendsen seconded the motion; 3 Ayes; 1 Absent; 1 Nay (C. Murry), motion passed.

AB 21-04 – Ordinance 991 Parental Responsibility

David Glasson, City Administrator, presented the Agenda Bill. The city attorney recommended that the section of this code related to a curfew be removed as it is difficult to enforce. The first-time offense fee for violation of the parental responsibility portion of the code was increased by $50.

C. McGuire made the motion to authorize the Mayor to execute Ordinance 991, amending Chapter 6 of the Long Beach City Code. C. Cline seconded the motion; 3 Ayes; 1 Absent; 1 Nay (C. Murry), motion passed.

AB 21-05 – Ordinance 992 Amending the General Penalty Fees

David Glasson, City Administrator, presented the Agenda Bill. The last time these fees were reviewed was 2007 and it was deemed appropriate to increase them, slightly.

C. McGuire made the motion to authorize the Mayor to execute Ordinance 992 amending the general penalty fees. C. Murry seconded the motion; 4 Ayes; 1 Absent, motion passed.

AB 21-06 – Agreement with Pacific County Tourism Bureau

David Glasson, City Administrator, presented the Agenda Bill. Included in the agenda bill is the agreement with the Pacific County Tourism Bureau for marketing services. Within this agreement, the PCTB shall work directly with the City and SagaCity for digital marketing services and reporting purposes. The objectives of this agreement are listed explicitly as are the expectations.

C. McGuire made the motion to authorize the Mayor to execute the agreement. C. Cline seconded the motion; 4 Ayes; 1 Absent, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Water Department Report for December 2020
- Wastewater Department Report for December 2020
- Parks, Streets and Stormwater Report for December 2020
- Police Chief's Report for December 2020

ADJOURNMENT

Mayor Phillips adjourned the meeting at 7:36 p.m.

_____

Mayor

_____

City Clerk

TAB - B

CITY OF LONG BEACH

CITY COUNCIL
AGENDA BILL
AB 21-07
Meeting Date: February 1, 2021

AGENDA ITEM INFORMATION		
SUBJECT: **Authorization to Purchase Replacement Stormwater Pump for 12th ST Station**	***Originator:***	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: $45,251.86	**Water/Wastewater Supervisor**	
	Other:	

SUMMARY STATEMENT: The City was not expecting to replace this pump in 2021 therefore, it was not budgeted. The pump failed after the large rainstorm in January. The 12th Street pumpstation is one of our main discharge points and is crucial to keeping the city from flooding.

RECOMMENDED ACTION: Authorize City staff to purchase the replacement pump.

WECI
Whitney Equipment Company, Inc

www.weci.com (800) 255-2580

16120 Woodinville-Redmond Rd NE, Ste. 3 Woodinville, WA 98072 P: (425) 486-9499
F: (425) 485-7409

2501 Columbia Way, Ste. 300 Vancouver, WA 98661 P: (360) 694-9175
F: (360) 695-2389

Attention:	**Mike Kitzman**	Date:	**1/21/2021**
Company:	**City of Long Beach**	Quote#:	**36306**
Email:	**mkitzman@longbeachwa.gov**	Prepared by:	**Dave Bobbett**
Phone:	**360-783-2850**	Phone:	
Re:	**Flygt 3201 replacement**	Email:	dbobbett@weci.com

Per your request, we are pleased to offer the following quote:

QUANTITY	DESCRIPTION
1	NP-3202.095, 35hp, 230V, 618 HC impeller, 12", FM, FLS, 50' cable
1	FM Approval (explosion proof)
50	460V cable (removed and for 230V cable)
50	230V cable
1	Start-up

Scope of SupplyTotal: **$45,251.86**
*Total includes freight estimate

Please make purchase orders out to: Whitney Equipment Company Inc.

Freight: FOB Factory, Prepay and Add
Terms: Net 30 days & per attached terms and conditions.
Quotation valid for 30 days

Lead Time: 10-14 weeks from approval for release
Sales and/or use tax not included

Comments:
Refer to cover page for quote clarifications

Outside Sales: Dave Bobbett
cc: dbobbett@weci.com

David Glasson

From: Mike Kitzman
Sent: Thursday, January 21, 2021 11:18 AM
To: David Glasson
Subject: FW: 3201 Flygt pump replacement quote
Attachments: QT# 36306.pdf; NP 3202 LT 3~ 618.pdf; Coronavirus New Quote Memo - 03-23-2020.pdf

Dave ,
More money but sounds like that's the way to go with that cooling jacket and antifreeze, or were gonna keep having problems with the pump we have. we could still rebuild it and use it as a backup. Also looks like the replacement pump is 35hp instead of a 30hp they no longer make the 30hp
Mike

From: Dave Bobbett <dbobbett@weci.com>
Sent: Thursday, January 21, 2021 10:30 AM
To: Mike Kitzman <mkitzman@longbeachwa.gov>
Cc: Stephen Clark <steve@weci.com>
Subject: 3201 Flygt pump replacement quote

[External Email]

Attached is the quote you requested along with a spec sheet on the pump. This pump comes with a 5 year warranty and has a cooling jacket which will keep the pump cool when it is not submersed. The cooling jacket has antifreeze in it that circulates around the motor when the pump is running. Your current pump does not have a cooling jacket and is only cooled when submersed. Let me know if you have any questions or need anything else.

FYI....There is a price increase from Flygt of 3-4% starting March 1st. I may be able to hold the current price past march 1st I would just need something in writing from you on a proposed purchase date.

Respectfully,

WECI

Whitney Equipment Company Inc
2501 SE Columbia Way Suite 300
Vancouver WA 98661

Dave Bobbett
Municipal Accounts Manager
|Washington|Oregon|
Mobile: (360) 558-0784
Office: (360) 694-9175
dbobbett@weci.com
www.weci.com

WHITNEY EQUIPMENT CO., INC.
WOODINVILLE, WA
STANDARD CONDITONS OF SALE

These are Whitney Equipment Co., Inc., the Seller, Standard Terms and Conditions and the basis of our offer to the Buyer, unless specifically altered in writing as permitted herein. Any changes may affect the quoted price. These Standard Terms and Conditions and the bid quote, purchase order, or other order form to which they are attached (the "Bid Quote") form a contract between Buyer and Seller for the sale of products described in the Bid Quote (the "Contract").

ACCEPTANCE: Submission of this Contract to Buyer constitutes Seller's offer to the Buyer and on acceptance becomes a binding contract on the terms set forth herein. Buyer's acceptance is expressly limited to the terms of this Contract. Seller rejects all terms included in any response by the Buyer to this Contract that are in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. But if a conflict arises between the terms of a purchase order first issued by Buyer and the terms of this Contract, the terms of this Contract shall take precedence.

ENTIRE AGREEMENT: The Contract comprises the entire agreement between the Buyer and the Seller, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Contract prevails over any terms and conditions of purchase provided by Buyer, regardless whether or when the Buyer has submitted its purchase order or such terms. In addition implied terms and conditions from the Buyer's contracts with other entities are not valid or enforceable with respect this Contract. Fulfillment of the Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Contract.

GOVERNING LAWS: Seller will comply with all laws applicable to Seller during sale of the products. Buyer will comply with all laws applicable to Buyer during operation or use of the products. The laws of the State of Washington shall govern the validity, interpretation and enforcement of any order of which these provisions are a part, without giving effect to any rules governing the conflict of laws. Assignment may be made only with written consent of both parties. Buyer shall be liable to the Seller for any attorney's fees and costs incurred by Seller in enforcing any of its rights hereunder. Unless otherwise specified, any reference to Buyer's order is for identification only.

JURISDICTION AND VENUE: Any legal suit, action or proceeding arising out of relating to this Contract shall be commended in federal or state court located King County, Washington and Seller and Buyer (i) irrevocably submit to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding and (ii) irrevocably waive (to the extent permitted by applicable law) any objection which they now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts in and of the State of Washington, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum.

ATTORNEYS FEES AND EXPERT COSTS: The prevailing party in any legal suit, action, or proceeding arising out of relating to the Contract shall be awarded its reasonable attorneys' fees and experts costs.

WARRANTY:
THE SELLER MAKES NO WARRANTIES ON ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUT THE BUYER SHALL RECEIVE WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER OF THE PRODUCTS SOLD UNDER THIS CONTRACT. THE SELLER IS EXPRESSLY EXCLUDED FROM ANY WARRANTY AND ALL CHARGES, FOR LABOR, INSTALLATION, REMOVAL, REPAIR, REINSTALLATION, SHIPPING, UTILITIES, EQUIPMENT RENTAL, OTHER REQUIRED MATERIALS, OR ANY OTHER ITEMS. THE PARTIES AGREE THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDIES SHALL BE AGAINST THE PRODUCT MANUFACTURER AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, DOWN TIME, OPERATING OR MAINTENANCE COSTS, INJURY TO PERSONS OR PROPERTY, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO BUYER. BUYER SHALL FOLLOW ALL STORAGE, OPERATION, AND MAINTENANCE PROCEDURES SPECIFIED BY THE MANUFACTURER FOR WARRANTY COVERAGE, FAILURE TO FOLLOW THESE PROCEDURES INCLUDING DOCUMENTATION MAY RESULT IN LOSS OF WARRANTY COVERAGE.

TAXES: Seller does not include any Federal, State, City, County, or other sales, custom duties, or taxes such as sales, use, excise, retailer's, occupation or similar taxes and fees, in the Contract Price unless otherwise explicitly stated in writing. Any taxes not included in the Bid Quote will be added to the Contract Price. In lieu of paying such taxes to the Seller, the Buyer may furnish the Seller with a Tax Exemption Certificate or other legal and appropriate taxing authorities at any time.

PAYMENT TERMS: All quotations or proposals are in US Dollars unless explicitly stated otherwise in writing. Seller shall submit invoices for payment to Buyer for percentages of the Contract Price as described in Bid Quote. Buyer must pay all invoices submitted by Seller no later than 30 days after the date of the invoice. If the shipment is delayed by the Buyer, date of readiness for shipment shall be deemed the date of shipment for payment purposes. The Seller may require advance payment or a certificate of deposit, or may otherwise modify credit terms, should the Buyer's credit standing not meet the Seller's requirements. A service charge of 2.5% per month on the unpaid balance will be charged on all overdue monies payable. Buyer shall not assign or transfer their contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void. Buyer agrees to pay all collection costs and costs of suit, including reasonable attorney fees, in the event Seller institutes collection action for overdue account. Seller expressly reserves all available lien rights in connection with any transaction between the parties. Unless explicitly agreed upon in writing, retainage against the contract amount is not allowed. The Seller reserves the right to re-possess all equipment that is not paid for in full per this Contract's payment terms.

CREDIT CARD PAYMENTS: All credit card payments will require an additional 2% surcharge in addition to the Contract Price listed in the Contract. All credit card payments over $5000.00 require written pre-approval by the Seller prior to processing; approval is not guaranteed.

CREDIT: Buyer is required to provide all necessary credit information to Seller with each order, including bank reference, bonding company, or other necessary information with complete names, addresses, phone numbers, personal references, and account and bond numbers. The Seller will determine, in its sole discretion, what is acceptable and what credit rating is required for the Seller to allow a purchase on credit.

PRICE: The prices specified are in U.S. currency, payable free of all expense to the Seller for collection charges.

STARTUP PAYMENTS: If startup services are included in this Contract, the pre-agreed upon payment amount shall be due when startup is complete. If startup is delayed more than 90 days after equipment delivery, payment for startup shall be due 90 days after equipment delivery prior to the startup occurring. Delaying in paying this portion of the contract is subject to the PAYMENT TERMS above.

SHIPMENTS AND DELIVERY: Delivery and shipping times are Seller's best estimate and do not include product approval time or order processing time. Seller is not liable for any damages, fees, costs, expenses or penalties arising from (1) loss of or damage to product in transit or (2) delays in shipping or delivery of the product, including all delays caused by an accident; riots; insurrections; national emergency; labor disputes of every kind however caused; embargoes; non-delivery by suppliers; delays of carriers or postal authorities; or governmental restrictions, prohibitions, or requirements. Seller may, in its sole discretion, without liability or penalty, make partial shipments of products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order. Cost of handling and freight is only included when it is explicitly listed in this Contract.

NON-DELIVERY: The quantity of any installment of products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Any liability of Seller for non-delivery of the products shall be limited to replacing the products within a reasonable time or adjusting the invoice respecting such products to reflect the actual quantity delivered.

APPROVALS: Buyer is responsible for obtaining approval on products from project owners and engineers. The Seller represents only that products are as described in this Contract. The Seller does not warrant that the products described will be approved or otherwise satisfactory to project owners or engineers, or that products meet project specifications. Seller does not guarantee compliance with any codes or laws unless explicitly stated in this Contract. Performance of the overall system that incorporates the products is not guaranteed.

OCCUPATIONAL SAFETY AND HEALTH ACT of 1970 – Seller does not warrant or represent that any of Seller's products by themselves or in a system or with other equipment will conform to or comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder, or any other federal, state, or local law or regulation of the same or similar nature.

LIMITATION OF LIABILITY - NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE, PROVIDED HOWEVER, IF THE BID QUOTE INCLUDES FIELD OR STARTUP SERVICE, SELLER'S LIABILITY FOR SAID SERVICES SHALL BE LIMITED TO THE VALUE OF THE SERVICES. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT REGARDLESS OF WHETHER ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

STORAGE – If for any reason Buyer fails to accept products that have been delivered by Seller, or if Seller is unable to deliver the products because Buyer has not provided appropriate instructions, documents, licenses or authorizations, then Seller may place the products in storage at Buyer's cost and expense, which includes the cost of storage, shipping fees, insurance and other incidental expenses. The Buyer carries risk of loss for products in storage.

TITLE - Title to the products and risk of loss or damage passes to Buyer upon delivery of the products at the Point of Delivery listed in the Bid Quote. As collateral security for the payment of the Contract Price for the products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to, and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Washington Uniform Commercial Code. Buyer agrees to perform all additional acts necessary to perfect and maintain said security interest.

INSURANCE: Buyer shall, at its own expense, purchase, maintain and carry adequate insurance for the products to protect against loss or damage from any external cause, including losses from fire, wind, water or other causes. Insurance coverage must be maintained with insurance companies legally authorized to do business where said products are located in an amount at least equal to the value of said products until the products are accepted and paid for in full. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage that is satisfactory to Seller. The certificate of insurance must name Seller as an additional insured. In no case does the Contract Price, even if inclusive of freight, cover the cost of insurance beyond the Point of Delivery specified in the Bid Quote]

CANCELLATION: The Buyer may cancel its order only upon written notice, and in turn will make payment to Seller of reasonable cancellation charges specified by Seller.

ORAL STATEMENTS: The Seller's personnel may have made oral statements about the products described in this Contract during the sales process. Such statements do not constitute warranties or guarantees, and shall not be relied on by the Buyer. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

CHANGES: Seller reserve the right to make changes and to substitute other material as needed to make shipments and fulfill orders under this Contract.

ERRORS: Seller reserves the right to correct clerical or stenographic errors or omissions.

STATUTE OF LIMITATIONS - To the extent permitted by applicable law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this order, must be commenced by the Buyer not later than twelve (12) months from the delivery of Seller's Products or the last day Seller performed any services, whichever is earlier.

INSPECTION: Buyer shall inspect Seller's Products upon receipt, and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within three (3) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such a three (3) day period shall constitute a waiver by Buyer of all claims covering such defects in the Products. It is the Buyer's responsibility to inspect for shipping damage upon delivery and to initiate a damage claim with the freight carrier. Damage occurring in-transit by the freight carrier must be claimed by the Buyer, and is not the Seller's responsibility.

NOT INCLUDED: Seller does not include any item not specifically listed as included. References to specifications and drawings in the Scope of Supply section of the Bid Quote does not indicate that all items in those documents are included in the Scope of Supply. Unless clearly included in this Contract, engineering and design services are not included in this Contract.

FREIGHT: Prices quoted are F.O.B. point of manufacture and do not include freight unless specifically listed as included. Title passed to the Buyer at the Point of Delivery listed in the Bid Quote and all freight claims are the responsibility of the Buyer.

BACKCHARGES will not be accepted unless approved by Seller, in writing, before any work is done.

DELAYS: Price and terms and conditions are subject to revision if manufacture is not released at time of order placement or drawings for approval are not returned within 30 days from receipt by customer, or manufacture is released and subsequently held or delayed by the customer for more than 30 days, or customer requests longer than quoted shipment. If Seller suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, pandemic, act or failure to act of government, act or omission of Buyer, fire, flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give Buyer notice in writing within a reasonable time after the Seller becomes aware of any such delay.

DECOMPOSITION AND WEAR: Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects.

BUYER DATA - Timely performance is contingent upon the Buyer supplying to the Seller, when needed, all required technical information, including drawing and submittal approval, and all required commercial documentation. The Buyer shall also supply and complete all shipping delivery information, pre-delivery checklists, and pre-startup checklists in a timely manner or the overall schedule of the project may be impacted at no cost to the Seller regardless of any potential agreed upon damages.

BUYER SUPPLIED COMPONENTS - Buyer acknowledges that the products purchased by Buyer under this Contract may contain products supplied by the Buyer or supplied by a third party at the Buyer's direction ("Buyer Supplied Components"). Buyer Supplied Components are not covered by any warranty or guarantee in this Contract. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Buyer Supplied Components. Seller disclaims any liability arising from Buyer Supplied Components delivered late, damaged, defective, or nonconforming. In no event shall Seller be liable for consequential, indirect, incidental, special, exemplary, punitive damages, or lost profits, arising out of or relating to late delivery of or defective Buyer Supplied Components. Subject to the terms and conditions of this Contract, Buyer shall indemnify, defend and hold harmless Seller and its representatives/officers, directors, employees, agents, affiliates, successors and permitted assigns ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney and expert fees, fees and costs of enforcing any right to indemnification under this Contract, and the cost of pursuing any insurance providers, incurred by Indemnified Party in a final judgment relating to any third-party claims arising from defective Buyer Supplied Components.

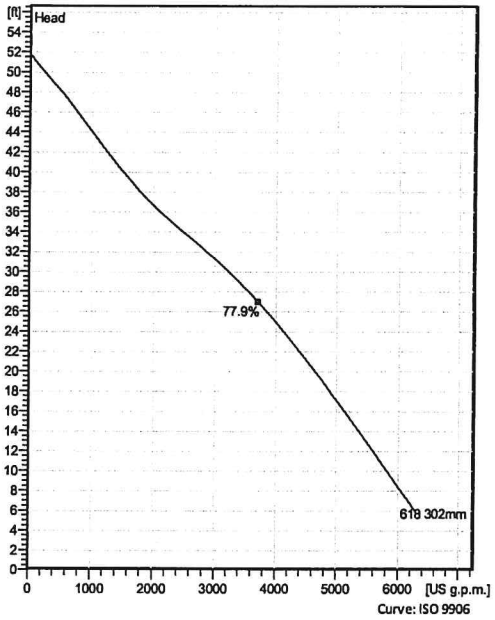
NP 3202 LT 3~ 618

Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Possible to be upgraded with Guide-pin® for even better clogging resistance. Modular based design with high adaptation grade.

FLYGT
a xylem brand

Technical specification

Curves according to: Water, pure ,39.2 °F,62.43 lb/ft³,1.6888E-5 ft²/s



Curve: ISO 9906

Configuration

Motor number
N3202.095 30-18-6AA-W 35hp

Installation type
P - Semi permanent, Wet

Impeller diameter
302 mm

Discharge diameter
12 inch

Pump information

Impeller diameter
302 mm

Discharge diameter
12 inch

Inlet diameter
300 mm

Maximum operating speed
1170 rpm

Number of blades
2

Max. fluid temperature
40 °C

Materials

Impeller
Hard-Iron ™

Project		**Created by**	Alden Meade	**Last update**	1/20/2021
Block		**Created on**	1/20/2021		

NP 3202 LT 3~ 618

Technical specification

FLYGT
a xylem brand

Motor - General

Motor number N3202.095 30-18-6AA-W 35hp	**Phases** 3~	**Rated speed** 1170 rpm	**Rated power** 35 hp
ATEX approved FM	**Number of poles** 6	**Rated current** 85 A	**Stator variant** 4
Frequency 60 Hz	**Rated voltage** 230 V	**Insulation class** H	**Type of Duty** S1
Version code 095			

Motor - Technical

Power factor - 1/1 Load 0.88	**Motor efficiency - 1/1 Load** 89.0 %	**Total moment of inertia** 10.7 lb ft²	**Starts per hour max.** 30
Power factor - 3/4 Load 0.85	**Motor efficiency - 3/4 Load** 90.0 %	**Starting current, direct starting** 470 A	
Power factor - 1/2 Load 0.79	**Motor efficiency - 1/2 Load** 90.5 %	**Starting current, star-delta** 157 A	

Project		**Created by**	Alden Meade	**Last update**	1/20/2021
Block		**Created on**	1/20/2021		

NP 3202 LT 3~ 618

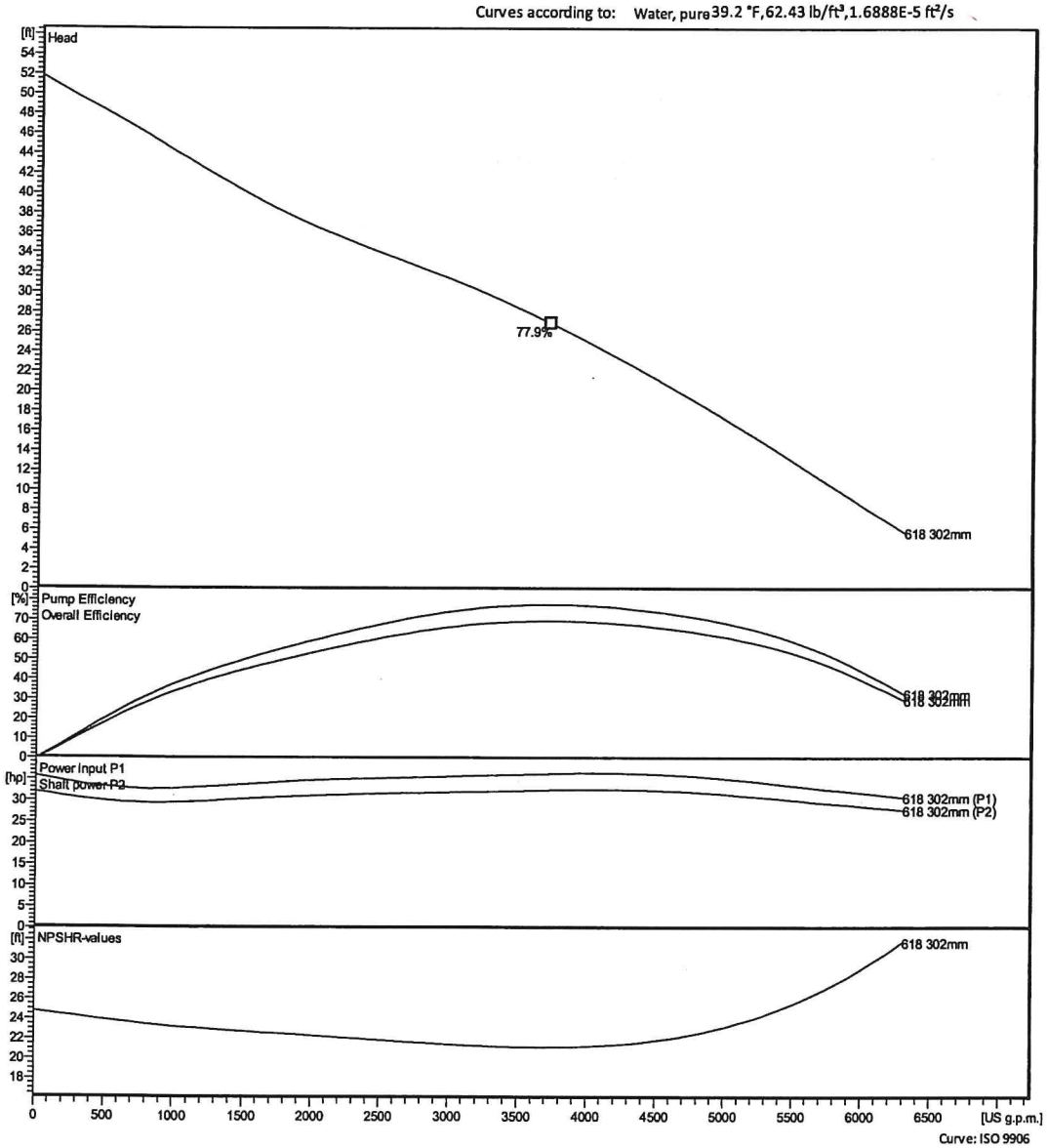
Performance curve

FLYGT
a xylem brand

Duty point

Flow	Head

Curves according to: Water, pure 39.2 °F, 62.43 lb/ft³, 1.6888E-5 ft²/s



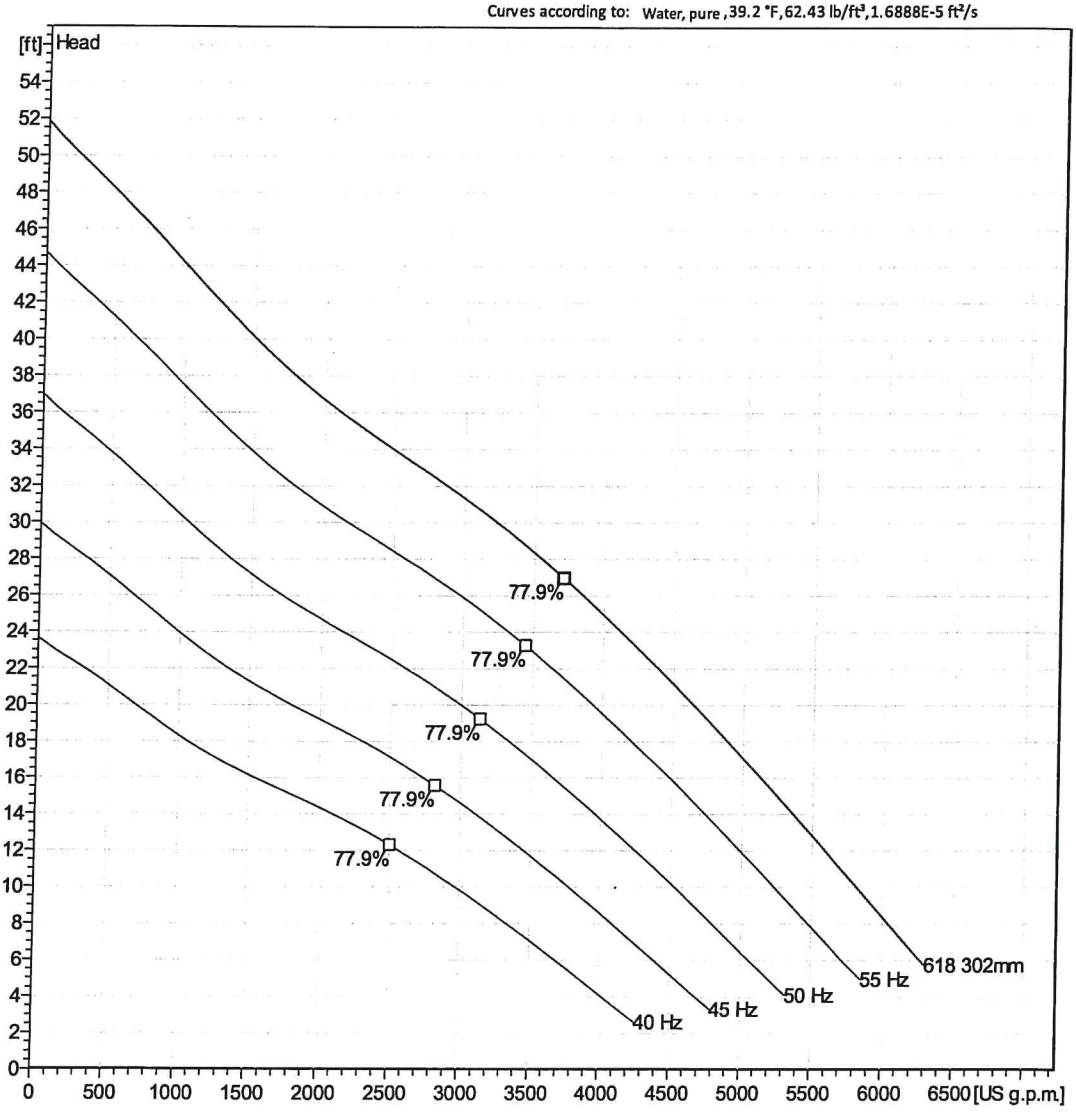
Project		Created by	Alden Meade	Last update	1/20/2021
Block		Created on	1/20/2021		

NP 3202 LT 3~ 618

Duty Analysis

FLYGT
a xylem brand

Curves according to: Water, pure , 39.2 °F, 62.43 lb/ft³, 1.6888E-5 ft²/s



Operating characteristics

Pumps / Systems	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHre

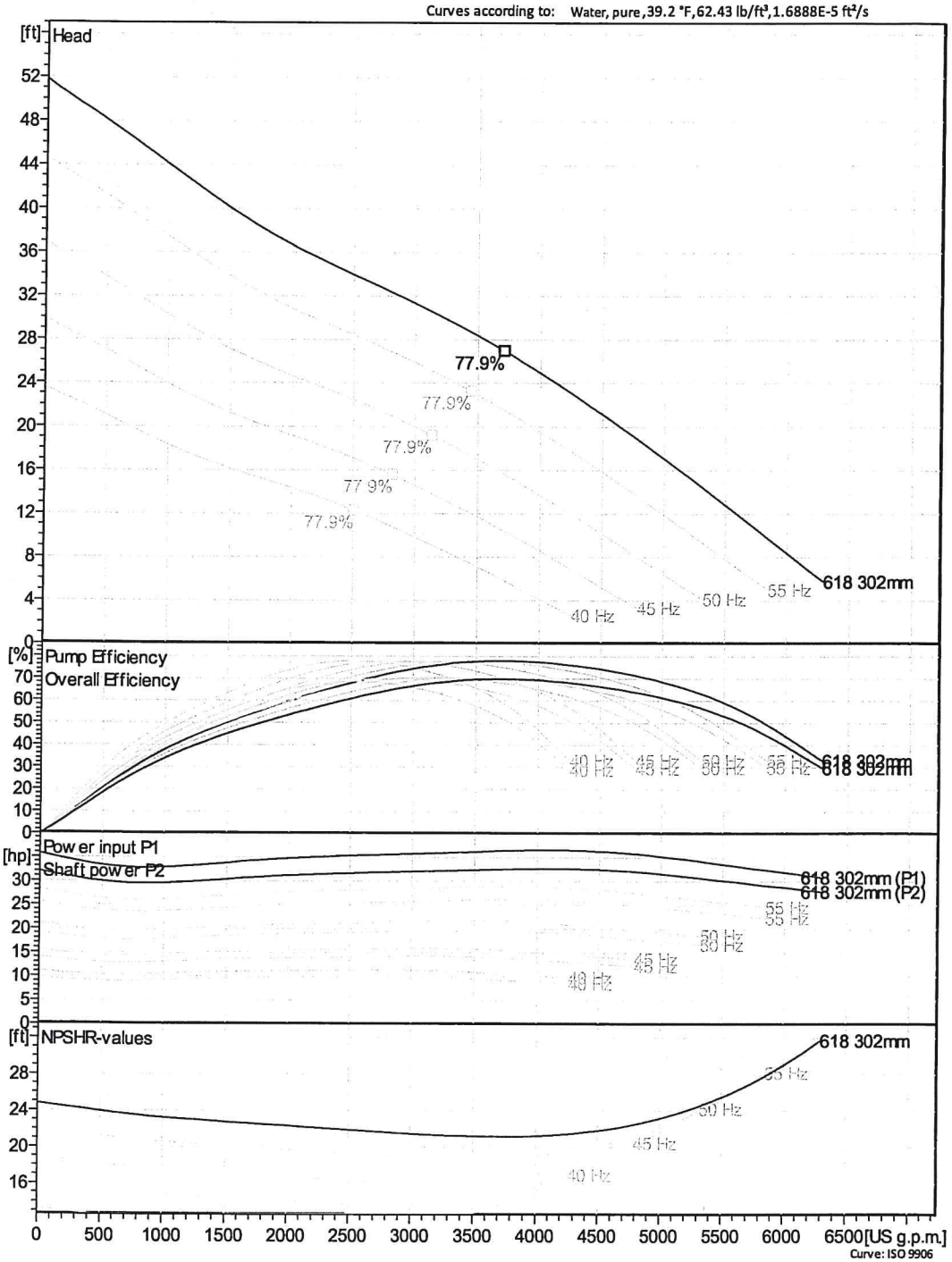
Project		Created by	Alden Meade	Last update	1/20/2021
Block		Created on	1/20/2021		

NP 3202 LT 3~ 618

VFD Curve

FLYGT
a xylem brand

Curves according to: Water, pure, 39.2 °F, 62.43 lb/ft³, 1.6888E-5 ft²/s

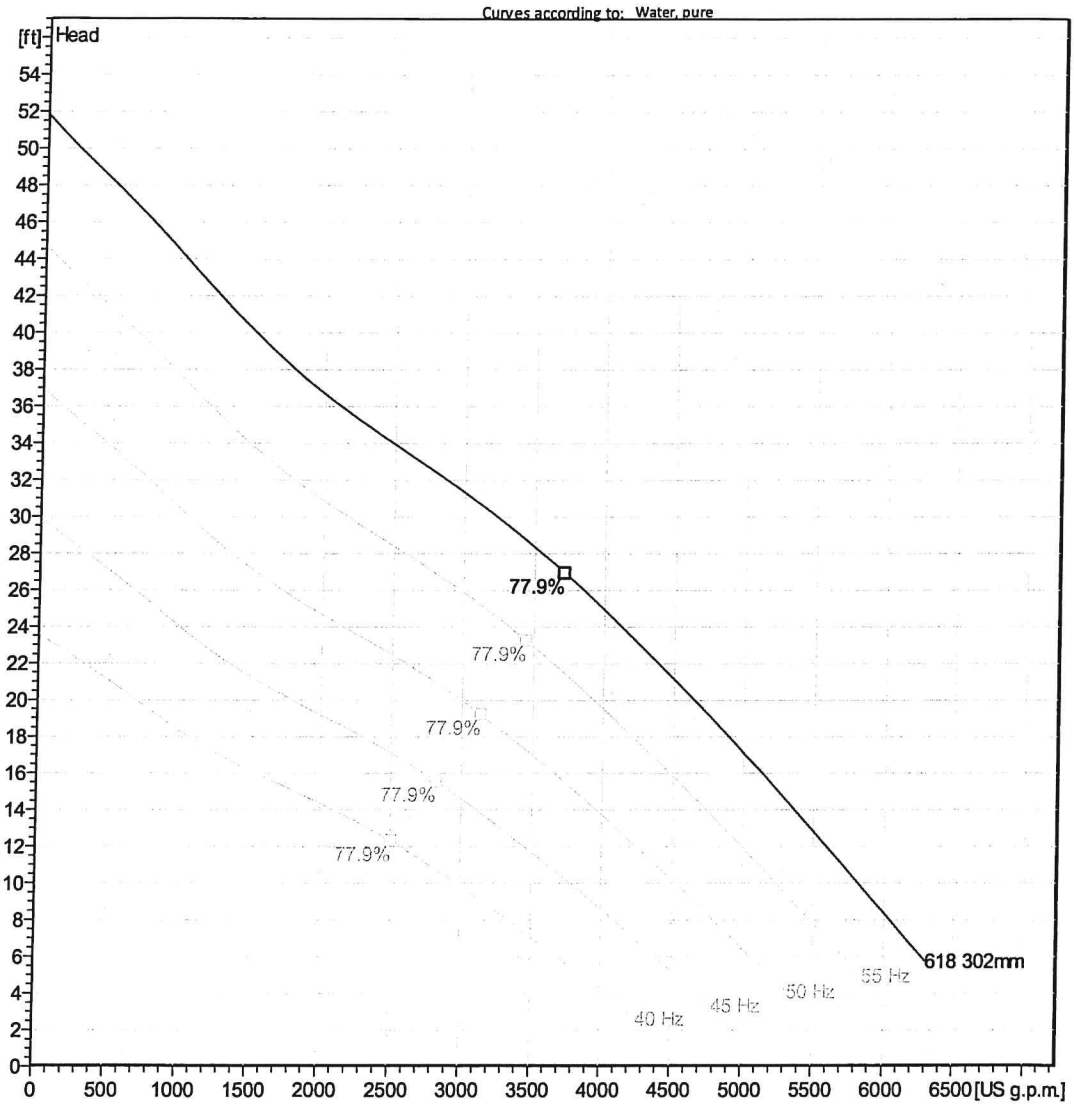


Project		Created by	Alden Meade	Last update	1/20/2021
Block		Created on	1/20/2021		

NP 3202 LT 3~ 618

VFD Analysis

FLYGT
a xylem brand



Operating characteristics

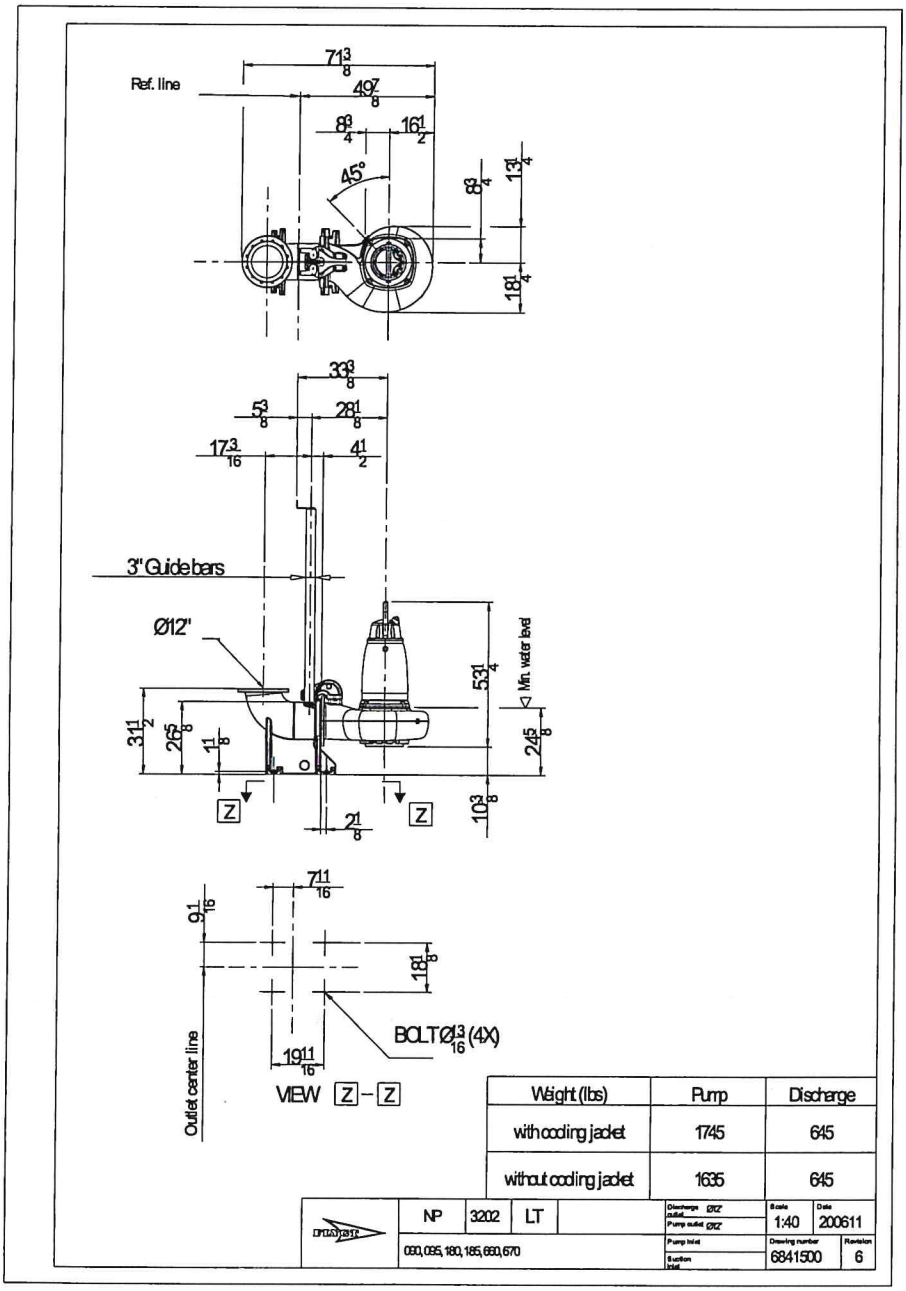
Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHre

Project		Created by	Alden Meade	Last update	1/20/2021
Block		Created on	1/20/2021		

NP 3202 LT 3~ 618

Dimensional drawing

FLYGT
a xylem brand



Weight (lbs)	Pump	Discharge
with cooling jacket	1745	645
without cooling jacket	1635	645

FLYGT	NP	3202	LT		Discharge ØZ / Pump outlet ØZ	Scale 1:40 / Date 200611
	060, 095, 180, 185, 660, 670				Pump inlet / Suction inlet	Drawing number 6841500 / Revision 6

Project
Block

Created by Alden Meade
Created on 1/20/2021

Last update 1/20/2021

TAB - C

CITY OF LONG BEACH

CITY COUNCIL
AGENDA BILL
AB 21-08
Meeting Date: February 1, 2021

AGENDA ITEM INFORMATION		
SUBJECT: **Scope of Work for the Boardwalk Reconstruction Bid Preparation**	***Originator:***	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: $38,660	**Water/Wastewater Supervisor**	
	Other:	

SUMMARY STATEMENT: ***The City is prepared to begin the process of reconstructing the Boardwalk. The structure was evaluated by Gray and Osborne in late 2020. This Scope of Work outlines the process to create bid specs, prepare bid package, review bids and recommend award.***

RECOMMENDED ACTION: Authorize the Mayor to execute the Scope of Work for the Boardwalk Reconstruction project preparation.

PROPOSAL AND CONTRACT

FOR

PROFESSIONAL ENGINEERING SERVICES

CITY OF LONG BEACH

WASHINGTON

JANUARY 2021

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

CONTRACT FOR

PROFESSIONAL ENGINEERING SERVICES

THIS Contract between the CITY OF LONG BEACH, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, the Agency now finds that it is in need for the engagement of professional engineering services. The purpose of this Contract is to define the scope of work to be performed, the conditions under which it shall be performed, and method of payment for professional engineering services authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with Boardwalk Decking Replacement and Repairs, hereinafter also called the "Project." These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon execution of this Contract, and authorization of the Agency to proceed, the Engineer shall provide engineering services more fully described in Exhibit "A."

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described as scope of work and budget herein.

The information so secured shall be made available to the Agency and the Engineer for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of these services shall not exceed the amount shown in Exhibit "B" without further written authorization by the Agency.

Total compensation is based on the following:

(a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.

(b) Compensation Determination: Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.

1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "C" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD,

and computer equipment; owned survey equipment and tools; attendance at non-project-specific public meetings for the purpose of keeping the public informed in regard to infrastructure improvements in the community and how the public will be affected; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.

2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

PUBLIC RECORDS REQUESTS

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

ARTICLE 7

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 8

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 10

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

ARTICLE 11

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 12

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 13

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R.60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability,

respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 15

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 16

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 17

INDEMNITY AGREEMENT

The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

In those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors the Engineer shall be required to indemnify the Agency for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

ARTICLE 18

INSURANCE

A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage:	$1,000,000 each person $1,000,000 each occurrence $1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury:	$1,000,000 each person $1,000,000 each occurrence
Property Damage:	$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS AND	$1,000,000 each occurrence
OMISSIONS LIABILITY	$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

ARTICLE 19

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 20

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "D" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 21

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 22

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF LONG BEACH
P.O. Box 310
Long Beach, Washington 98631

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
1130 Rainier Avenue South
Suite 300
Seattle, Washington 98144

ARTICLE 23

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.	**AGENCY: City of Long Beach**
By: _____ (Signature)	By: _____ (Signature)
Name/Title: Michael B. Johnson, P.E., President	Name/Title: _____ (Print)
Date: 1/27/21	Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT "A"

SCOPE OF WORK

CITY OF LONG BEACH
BOARDWALK DECKING REPLACEMENT AND REPAIRS

The City would like Gray & Osborne to prepare construction documents for replacement of wood decking and miscellaneous repairs to the existing boardwalk located between Sid Snyder Drive and Bolstad Avenue. Following is a detailed description of the work.

TASK 1 – PROJECT MANAGEMENT

- Submit monthly project summaries to keep City advised on schedule and budget.
- Meet with agencies if required for permitting.
- Conduct internal quality assurance/quality control (QA/QC) meetings of each of milestone prior to submittal.

TASK 2 – DESIGN – PLANS, SPECIFICATIONS, AND COST ESTIMATE

- Prepare plans, specifications, and cost estimate for the Boardwalk decking replacement and repairs.
- Plans and specifications will be prepared in a format for public bid and use by general contractors to perform the construction work.
- The City will be provided with draft and final construction documents including cost estimates for review and comment by the City.
- Final contract documents will include Gray & Osborne's standard general and supplemental conditions, funding agency stipulations, bid proposal forms, technical specifications, and relevant appendices.
- The design will include replacement of wood decking and repairs for rotted beams and piles. The number of beams and piles requiring repair is unknown, however a preliminary survey completed in December 2020 found at least 20 rotted beams and 12 piles requiring repair. A site visit by a structural engineer will be performed to develop a more accurate estimate of the number of beams and piles requiring repair.
- Per the request of the City, the design will include the alternative to add a PVC sleeve that is heat shrunk to the top of piles to protect the wood from decay.

- Per the request of the City, the design will include raising the elevation of one platform and eliminating the middle platform.

Deliverables:

- Draft Design Documents: Plans and Cost Estimate – One electronic copy in PDF file.
- Final Design Documents: Plans, Specifications, and Cost Estimate – One electronic copy in PDF file.
- Final Bid Documents: At design completion, provide one set of construction documents in PDF and two full-size hard copy sets.

TASK 3 – BID ASSISTANCE

- Prepare Notice of Bid for publication in the paper of record and the Daily Journal of Commerce
- Host website for electronic distribution of plans and specifications.
- Respond to bidder inquiries and prepare addendum if necessary.
- Evaluate bids and provide recommendation of award to the Long Beach City Council.
- Prepare contracts for Contractor execution.
- Review Contractor bonds and insurance certificates.

TASK 4 – QUALITY ASSURANCE/QUALITY CONTROL

- Perform review of design documents at 60 and 90 percent completion levels for accuracy, completeness, conformance with project criteria, and constructability.

SCHEDULE

We anticipate the following time frame for completion of the milestones for the project:

Project Start (Authorization) ..... February 19, 2021
Submit Draft Documents to City ..... April 9, 2021
Submit Final Documents to City ..... May 28, 2021
Advertise for Bid ..... June 25, 2021
Award Construction Contract ..... July 9, 2021

EXHIBIT "B"

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of Long Beach - Boardwalk Decking Replacement and Repairs

Tasks	Principal Hours	Civil Eng. Hours	Structural Eng. Hours	Engineer-In-Training Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management	12				
2 Design	4	12	32	112	100
3 Bid Assistance	6	2	6	6	
4 QA/QC	6	2	6	6	
Hour Estimate:	28	16	44	124	100
Fully Burdened Billing Rate Range:*	$138 to $205	$93 to $135	$110 to $167	$85 to $135	$50 to $134
Estimated Fully Burdened Billing Rate:*	$175	$110	$160	$115	$105
Fully Burdened Labor Cost:	$4,900	$1,760	$7,040	$14,260	$10,500

Total Fully Burdened Labor Cost:	$	38,460
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	200
TOTAL ESTIMATED COST:	**$**	**38,660**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT "C"

GRAY & OSBORNE, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 15, 2021**

Employee Classification	Fully Burdened Billing Rates		
AutoCAD/GIS Technician/Engineering Intern	$ 50.00	to	$134.00
Electrical Engineer	$120.00	to	$190.00
Structural Engineer	$110.00	to	$167.00
Environmental Technician/Specialist	$ 83.00	to	$138.00
Engineer-In-Training	$ 85.00	to	$135.00
Civil Engineer	$ 93.00	to	$135.00
Project Engineer	$119.00	to	$148.00
Project Manager	$125.00	to	$205.00
Principal-in-Charge	$138.00	to	$205.00
Resident Engineer	$122.00	to	$167.00
Field Inspector	$ 92.00	to	$145.00
Field Survey (2 Person)***	$171.00	to	$230.00
Field Survey (3 Person)***	$270.00	to	$320.00
Professional Land Surveyor	$118.00	to	$155.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is $0.57 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

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

EXHIBIT "D"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and

D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Michael B. Johnson, P.E., President
Gray & Osborne, Inc.

1/27/21
Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration Excluded Parties List System website: www.epls.gov.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Allison Barga
AssuredPartners | Hall & Company 19660 10th Ave NE Poulsbo WA 98370	PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charter Oak Fire Insurance Company	25615
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Travelers Casualty and Surety Company	19038
INSURER E :	
INSURER F :	

INSURED
Gray & Osborne Inc
1130 Rainier Avenue South, Suite 300
Seattle WA 98144

COVERAGES **CERTIFICATE NUMBER:** 1110704066 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6808N74449A	9/10/2020	9/10/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X OCP/XCU/BFPD						MED EXP (Any one person)	$ 10,000
	X Separation Insds						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA8P536892	9/10/2020	9/10/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP8N747012	9/10/2020	9/10/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			6808N74449A	9/10/2020	9/10/2021	PER STATUTE X OTH-ER	WA Stop Gap
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2020	9/10/2021	$1,000,000 Per Claim $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Long Beach - Boardwalk Decking Replacement and Repairs
The certificate holder is an additional insured per the attached.

CERTIFICATE HOLDER

CITY OF LONG BEACH
P.O. Box 310
Long Beach WA 98631

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.

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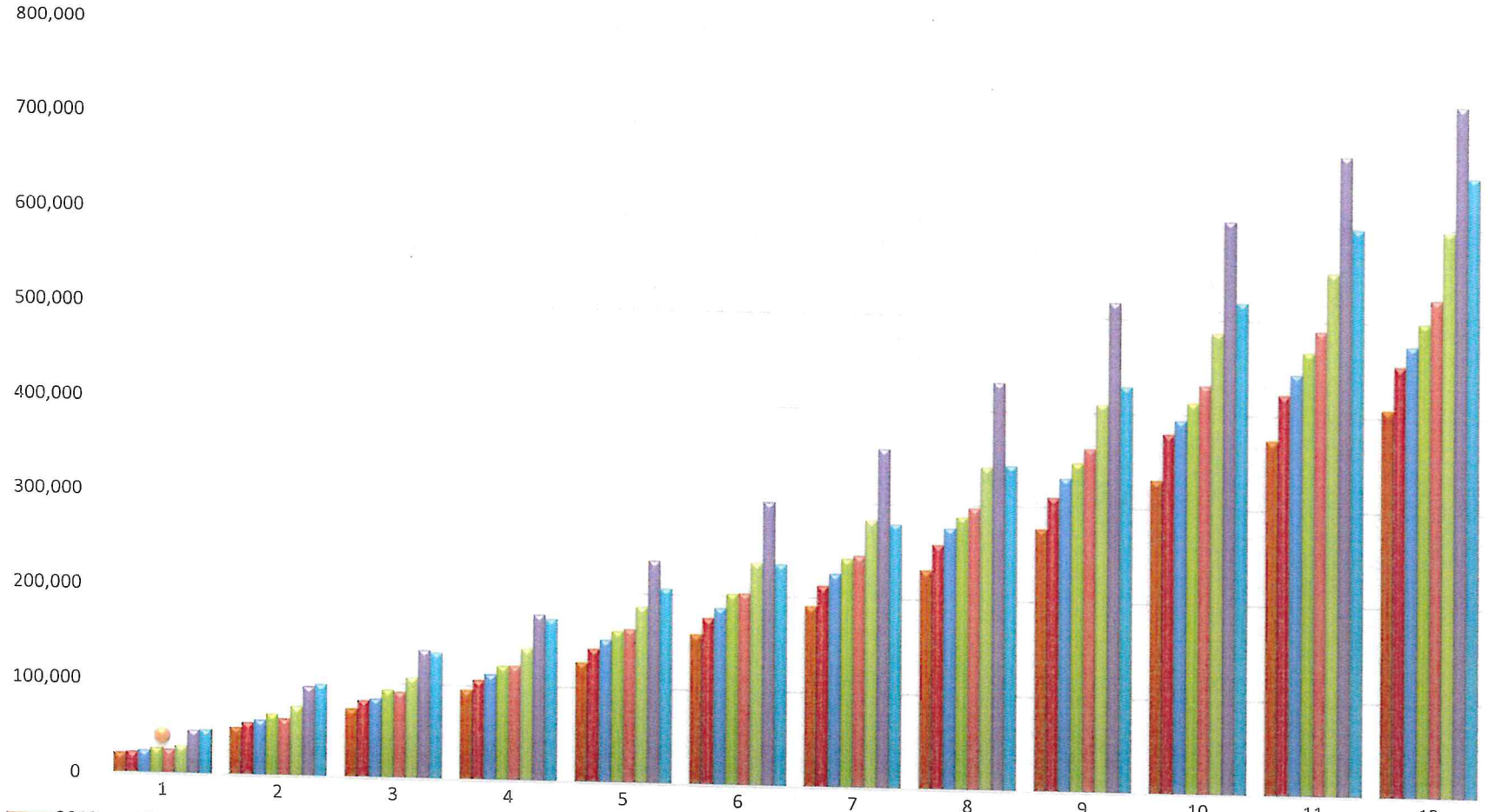
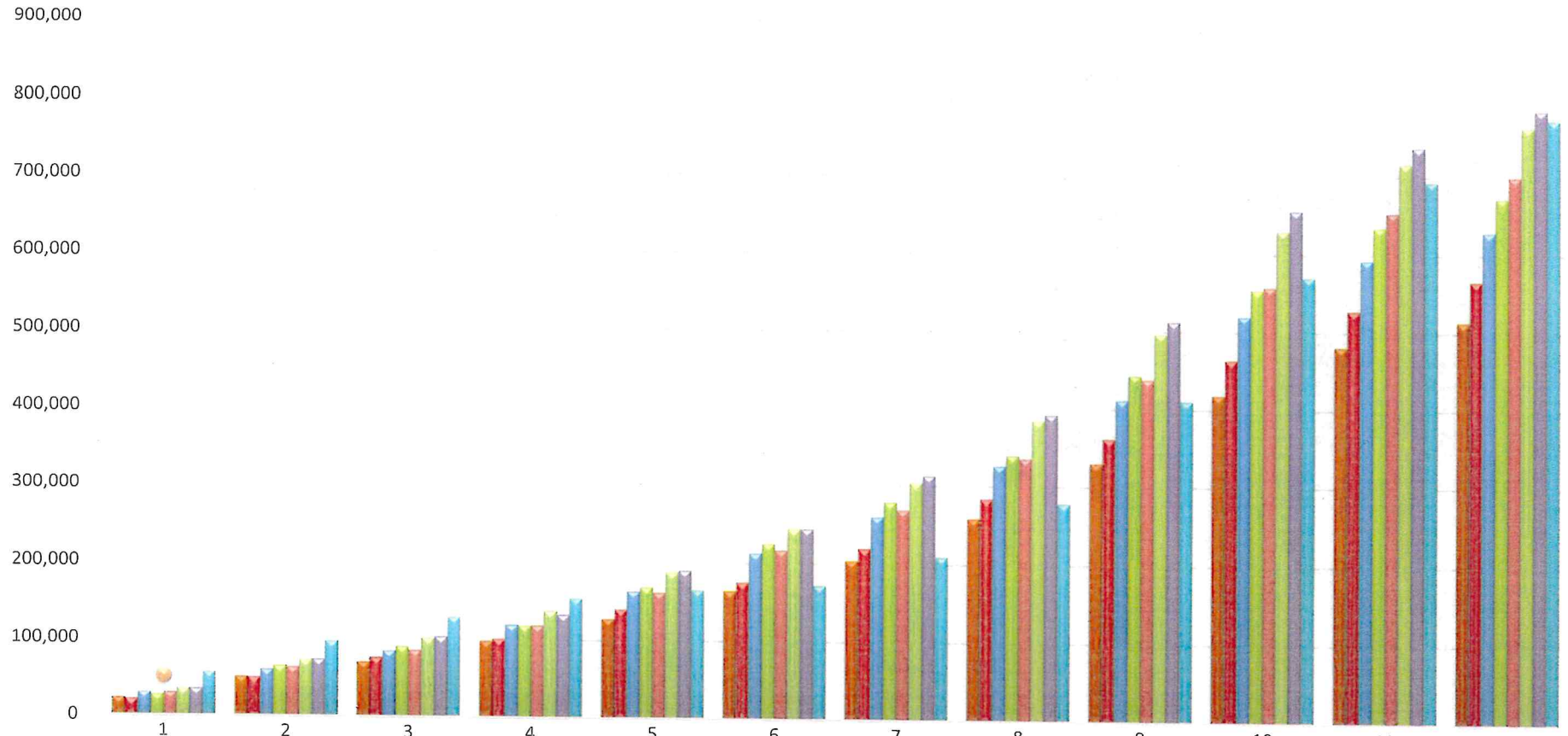
TAB - D

Sales Tax Collections



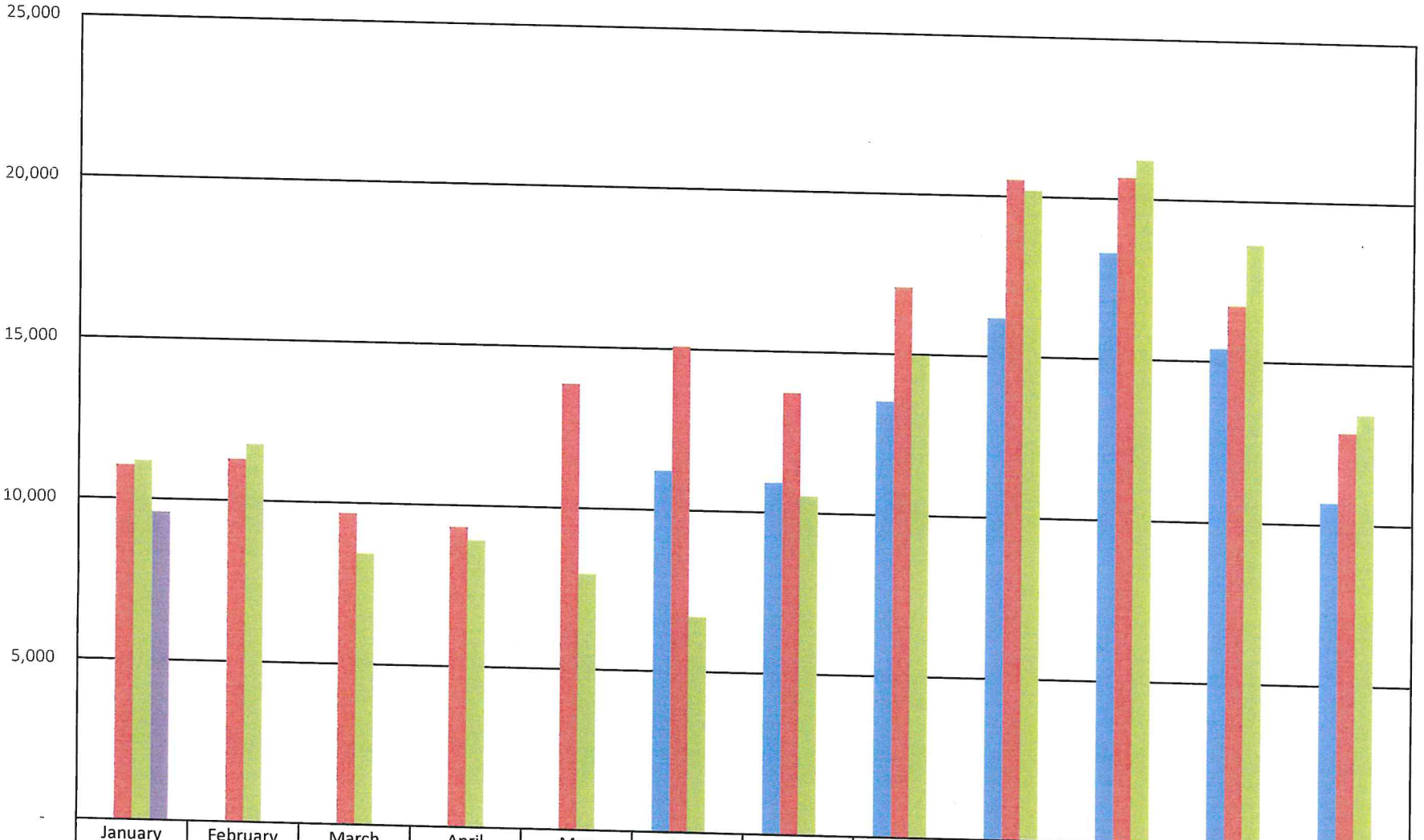
	1	2	3	4	5	6	7	8	9	10	11	12
2013	22,394	51,265	73,023	95,682	126,703	159,542	191,030	231,057	277,025	330,401	374,670	408,896
2014	23,952	56,932	82,861	106,148	141,699	176,701	213,094	258,276	310,678	379,984	423,199	455,570
2015	25,706	59,764	84,608	112,491	151,378	187,262	225,284	275,778	331,011	393,921	444,779	476,415
2016	28,547	66,376	93,730	121,191	160,534	202,137	241,244	287,580	346,931	412,941	468,082	500,115
2017	26,768	61,142	91,815	121,800	163,162	203,466	244,946	297,850	362,899	431,744	491,129	526,625
2018	30,896	74,756	107,419	140,284	186,531	235,256	282,624	340,710	409,336	487,294	552,817	598,127
2019	47,488	95,810	136,711	176,499	235,678	299,961	358,274	430,897	517,781	605,674	676,807	731,409
2020	48,415	98,480	134,331	172,221	205,983	234,402	279,062	342,824	428,673	519,593	598,950	655,985
2021	40,882											

Lodging Tax Collections



	1	2	3	4	5	6	7	8	9	10	11	12
2013	23,524	50,940	70,585	98,438	128,075	164,604	204,188	258,899	330,235	418,744	481,566	514,270
2014	21,684	50,565	76,691	101,681	140,494	175,885	220,348	284,417	362,489	464,478	528,277	566,487
2015	31,054	60,658	85,697	119,915	163,579	212,946	260,371	326,489	411,437	520,222	592,968	629,210
2016	27,810	65,207	91,022	118,657	168,481	225,189	279,326	340,142	443,281	554,203	634,626	672,629
2017	30,487	64,112	86,457	119,079	162,232	217,177	269,759	336,298	438,965	558,160	653,833	700,511
2018	35,739	73,296	101,723	137,540	188,050	243,886	304,150	385,144	496,950	629,834	716,349	764,267
2019	35,354	74,228	103,834	133,352	190,483	244,085	313,571	392,765	513,154	656,034	738,268	787,083
2020	57,051	97,525	129,735	154,372	165,704	172,347	209,898	278,489	410,506	570,863	693,191	773,992
2021	51,576											

Transportation Benefit District



	January	February	March	April	May	June	July	August	Sept	October	November	December
2018						11,210	10,905	13,518	16,182	18,299	15,395	10,661
2019	11,044	11,279	9,677	9,325	13,841	15,074	13,715	17,082	20,529	20,667	16,726	12,840
2020	11,184	11,749	8,431	8,909	7,946	6,685	10,507	14,979	20,177	21,211	18,624	13,401
2021	9,595											