



AGENDA –Monday, February 5, 2024

6:00 p.m. Workshop

7:00 p.m. City Council Meeting

In-Person and Zoom Webinar

Meeting ID: 829 2381 4826

Password: 123456

6:00 WORKSHOP

WS 24-03

Council Rules and Procedures – TAB A

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

Call to order

Mayor Svendsen, Council Member Perez, Council Member Phelps,

And roll call

Council Member Provenzano, Council Member Reddy & Council Member Coleman

PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public on any subject whether 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.

Peninsula Poverty Response Presentation- TAB B

MINUTES AND WARRANTS

- Minutes, January 16, 2024 Regular Meeting – TAB C
- Payment Approval List for Warrant Registers –92017-92081 for \$230,380.90 – TAB D

BUSINESS

- AB 24-07 – TIB Consultant Agreement for 2nd ST NE Sidewalks– TAB E
- AB 24-08 – Ordinance 1031 – SMP Amendment– TAB F
- AB 24-09 – 5th ST SW Restroom Remodel – TAB G

ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Customer Correspondence Regarding Rate Changes
- Katie Metzger International Institute of Municipal Clerks Certification
- EPA Grant Agreement
- Police Chief's Report for January 2024
- Funding List for the Washington State Department of Ecology State Revolving Fund

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 20, 2024, March 4, 2024 & March 18, 2024

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 24-03**

Meeting Date: February 5, 2024

AGENDA ITEM INFORMATION		
SUBJECT: Council Rules and Procedures	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	PW Director	
COST:		
SUMMARY STATEMENT: Continued discussion on the Council Rules and Procedures		

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

TAB - B

February 1, 2024



Dear Mayor Svendsen
Council Members Coleman, Perez, Phelps, Provenzano, and Reddy
City Administrator Glasson

Request: Peninsula Poverty Response (PPR) is requesting that Long Beach become our partner and support our efforts with continued, consistent funding to help pay for assistance given to Long Beach citizens. We are requesting \$40,000 per year, although a dependable amount is the most important criteria. We can provide budget materials at your request.

Background. Peninsula Poverty Response (PPR) was formed in 2012 to "Reduce the consequences related to poverty on the Long Beach Peninsula". We focused on the Project Community Connect (PCC) annual event and various fundraising events. PCC provides free goods and services to those in need with multiple agencies in attendance to provide help and information.

PPR funding. In mid-2022 we received 2 large reimbursable grants from Pacific County. We were able to hire staff and greatly expand our programs. We went searching for more funds when those grants expired in June 2023. Pacific County is very supportive and we did secure funding for 2024 but at a reduced level. We spent our reserves and downsized some important programs and resources to match our funding level. This uncertainty of funding causes anxiety for our volunteer board and we are investigating all avenues for support and, more importantly, consistent support. Long Beach and Ilwaco should be paying their fair share to support our effective programs. We have become a dependable resource for the Peninsula.

PPR in action. Peninsula Poverty Response aids those who are without shelter or in need of basic subsistence. The supportive services are provided by PPR's Mobile Response Unit and our yearly Project Community Connect. Services provided include, but are not limited to,

- emergency camping equipment including sleeping bags, tents, tarps
- emergency shelter in a motel
- food, clothing, toiletries, shoes, and rain gear
- gasoline and propane
- bus tickets and emergency health care transportation
- referral to community services

PPR services Long Beach residents. Long Beach is unique in our service area for several reasons. Services such as Coastal Community Action Program, Willapa Behavioral Health (WBH), and WorkSource Washington are located within the city. These agencies draw people to their services and often the needs of the individuals are greater than they can provide. These agencies routinely refer clients to PPR for help. These partner agencies have consistent funding but we do not. In addition, we hold our yearly Project Community Connect in Long Beach but it is funded solely by Pacific County and the Elks donating their building.

PPR provides case management. PPR helps the neediest clients by personally guiding them to social services, following up to make sure they have made their appointments, and assisting in completing applications. There is no charge to PPR clients or to the jurisdiction.

PPR fills a gap. People in need often need immediate help. Appointments at governmental agencies can be weeks out or have very limited days they are open. Most agencies have limits on the type of assistance they provide. PPR looks first at what the person needs today and responds with flexibility. The needy trust PPR to really help.

PPR sees growing needs. There is a growing population of unsheltered people and those experiencing a severe housing burden. Our community is working to solve the acute housing shortage but that will take time and there are immediate needs. Rent inflation has had a dramatic impact and too often leads to being unsheltered. The wait time for a low-income apartment is 3 to 5 years.

PPR saves taxpayer money. PPR's Mobile Response Unit provides roadside service by responding with gas. This saves a call to 911 and a request for police assistance. Newly unsheltered people call PPR to find assistance instead of calling 911. Neighbors, and even the Police, call PPR about unsheltered people living in cars, living on the streets, or simply wandering around. Every call that PPR responds to instead of 911 saves taxpayer money.

PPR has an economic benefit. Besides handling calls that might have gone to 911, PPR works to keep unsheltered and those with mental health issues off the streets. Many jurisdictions feel they are overrun with those in need, which has a detrimental effect on police resources and creates a negative image in a tourist town.

PPR provides shelter from the elements. Our greatest humanitarian benefit is the protection of life that basic camping equipment provides. People living without shelter die during cold snaps and storms. Tragic and preventable deaths occur in many towns and cities across our region. That does not happen here because PPR provides very basic shelter from the elements with tents, tarps, and sleeping bags.

PPR provides propane. The demand for assistance with propane for heating and cooking has grown to the point where PPR now offers three free propane events.

PPR provides laundry services. Clean clothes can be a luxury to those without resources. We partner with the two local laundromats to provide Laundry Love.

PPR helps school children. We participate in the yearly Pack2School program by providing toiletries for school children and their families.

PPR leverages our impact through Partners. Local businesses support our efforts through providing goods and services at a reduced rate:

- Long Beach Laundromat – provides dryers and staff at no cost
- Bloomer Estates – provides cards at half price for the Seaview Laundromat
- Dennis Company – gives a discounted rate for sleeping bags, tents, and tarps
- Jacks County Store – discounts tangible goods and donated propane tanks
- Active Enterprises – provides propane at a discounted rate and brings in employees for our Propane Events
- Elks Club – provides the Elks club at no cost for our PCC yearly event

501(c) 3 Charitable Organization - Federal ID 46-4212167
Peninsula Poverty Response
PO Box 655
Ocean Park, WA 98640

TAB - C

LONG BEACH CITY COUNCIL MEETING

January 16, 2024

6:00 COUNCIL WORKSHOP

Mayor Svendsen, C. Perez, C. Phelps, C. Provenzano, C. Reddy, and C. Coleman were all in attendance.

WS 24-01 Council Rules and Procedures

David Glasson, City Administrator, presented the workshop bill. The process in which workshops are put on the agenda was discussed, along with specific outstanding workshop items. There was discussion surrounding how the council would like to proceed in the future. Another workshop will happen to continue this conversation.

- **No decisions or motions were made at this time.**

WS 24-02 Lone Fir Cemetery Discussion

David Glasson, City Administrator, presented the workshop bill. This was an item that was brought to the council's attention in 2023. Additional information was requested by the council, staff presented requested materials.

- **No decisions or motions were made at this time.**

7:00 CALL TO ORDER

Mayor Svendsen called the meeting to order.

ROLL CALL

David Glasson, City Administrator, called roll with Mayor Svendsen, C. Perez, C. Phelps, C. Provenzano, C. Reddy, and C. Coleman in attendance.

PUBLIC COMMENT

No public comment was made.

CONSENT AGENDA

Minutes, January 2, 2024, Regular Meeting

Payment Approval List for Warrant Registers – 91962-92016 for \$488,105.45

C. Coleman made the motion to approve the Consent Agenda. C. Phelps seconded the motion; 5 Ayes, motion passed.

BUSINESS

AB 24-03 – Revising Signature Cards for the Bank of the Pacific

David Glasson, City Administrator presented the agenda bill. The mayoral seat has changed and the signature cards at the Bank of the Pacific need to reflect that transition.

C. Phelps made the motion to remove Jerry Phillips from all Bank of the Pacific accounts and add Sue Svendsen to all accounts (ending in 0047, 7982 and 7457) C. Coleman seconded the motion; 5 Ayes, motion passed.

AB 24-04– Project Community Connect – 2nd Steet NE Closure

David Glasson, City Administrator, presented the agenda bill. Project Community Connect has requested that the city authorize the closure of 2nd ST NE between Pacific Hwy and Oregon Ave N for their event.

C. Perez made the motion to authorize the closure of 2nd ST NE for the duration of the PCC event. C. Reddy seconded the motion; 5 Ayes, motion passed.

AB 24-05– Southwest Regional Transportation Planning Organization Board Representation

David Glasson, City Administrator, presented the agenda bill. The SWRTPO board representative must be a Council member or Mayor. There must be one designee from each jurisdiction.

C. Perez made the motion to authorize Sue Svendsen as the delegate. C. Reddy seconded the motion; 5 Ayes, motion passed.

AB 24-06– Task Force EMS Interlocal Agreement

David Glasson, City Administrator, presented the agenda bill. The city is a member of Task Force EMS along with Ilwaco and Chinook Fire. Each entity has an interlocal agreement that forms “Task Force EMS” with the goal of providing effective and cost-conscious Emergency Medical Services to the people in their jurisdictions. The original contract has run out, and this is the replacement contract.

C. Perez made the motion to approve the Task Force EMS Interlocal Agreement. C. Reddy seconded the motion; 5 Ayes, motion passed.

ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Chief Wright’s Report for December 2023

ADJOURNMENT

Mayor Svendsen adjourned the meeting at 7:25 p.m.

Mayor

City Clerk

TAB - D



Warrant Register

Check Periods: 2024 - 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
Number	Name	Print Date	Clearing Date
92017	Rapid Response Drain Clean	1/12/2024	\$669.85
92018	Risher, Erik	1/12/2024	\$72.57
92019	Walkowiak, Chris	1/18/2024	\$489.73
92020	Overhead Door Co. of Southwest Washington	1/18/2024	\$9,599.18
92021	Systems Interface Inc.	1/19/2024	\$65,015.14
92022	Allen, Jordan	1/22/2024	\$68.67
92023	Brown, Kaine	1/22/2024	\$194.78
92024	Glasson, David	1/22/2024	\$154.93
92025	Gray, Karen	1/22/2024	\$72.96
92026	Meling, Casey	1/22/2024	\$723.54
92027	Huff, Tim	1/23/2024	\$259.92
92028	Long Beach Commercial Security	1/25/2024	\$487.35
92029	Pacific County Auditor	1/30/2024	\$18.00
92030	Smith, Ariel	1/31/2024	\$285.79
92031	Caldwell, Tye	1/31/2024	\$285.79
92032	Goulter, John	1/31/2024	\$143.00
92033	Postmaster	1/31/2024	\$963.20
92034	Active Enterprises, Inc.	1/31/2024	\$1,295.99
92035	Airgas USA LLC	1/31/2024	\$73.63
92036	Allen, Jordan	1/31/2024	\$76.80
92037	ALS Group USA, Corp.	1/31/2024	\$990.00
92038	Alco-American Linen Div.	1/31/2024	\$385.04
92039	Alumichem Canada Inc	1/31/2024	\$10.05
92040	American Water Works Association	1/31/2024	\$412.00
92041	Association of Washington Cities	1/31/2024	\$1,141.00
92042	Astoria Janitor & Paper Supply	1/31/2024	\$4,033.43
92043	Backflow Management Inc	1/31/2024	\$1,501.25
92044	Bell, Helen	1/31/2024	\$29.99

Number	Name	Print Date	Clearing Date	Amount
92045	Cascade Columbia Distribution CO	1/31/2024		\$9,985.41
92046	CenturyLink	1/31/2024		\$724.75
92047	City of Long Beach	1/31/2024		\$2,455.35
92048	Communications Northwest	1/31/2024		\$1,936.52
92049	Evergreen Rural Water of WA	1/31/2024		\$1,310.00
92050	Evergreen Septic Inc	1/31/2024		\$3,870.00
92051	Fastenal Company	1/31/2024		\$469.13
92052	Ford Electric	1/31/2024		\$47,167.54
92053	Gray & Osborne	1/31/2024		\$14,990.18
92054	International Institute of Municipal Clerks	1/31/2024		\$185.00
92055	Interstate Battery	1/31/2024		\$163.48
92056	Lawson Products, Inc.	1/31/2024		\$361.39
92057	MAC TOOLS	1/31/2024		\$75.66
92058	Master Meter, Inc.	1/31/2024		\$1,430.00
92059	Meiner Detail	1/31/2024		\$400.00
92060	North Coast Truck Parts	1/31/2024		\$251.75
92061	Pacific Council of Governments	1/31/2024		\$1,800.00
92062	Pacific County Auditor	1/31/2024		\$4,124.68
92063	Pacific County Economic Development Council	1/31/2024		\$4,800.00
92064	PAPE MACHINERY	1/31/2024		\$138.70
92065	Pollardwater	1/31/2024		\$86.59
92066	Provenzano, Ralph	1/31/2024		\$95.00
92067	Public Utility District 2	1/31/2024		\$13,860.76
92068	Rebholz, Anthony	1/31/2024		\$2,500.00
92069	Sirennet	1/31/2024		\$344.20
92070	Solutions Yes	1/31/2024		\$393.37
92071	State Auditor's Office	1/31/2024		\$4,675.65
92072	Svendsen, Sue	1/31/2024		\$58.95
92073	TireHub	1/31/2024		\$760.61
92074	U. S. Bank Equipment Finance	1/31/2024		\$1,130.57
92075	Usa Blue Book	1/31/2024		\$1,771.00
92076	Verizon Wireless	1/31/2024		\$1,183.73
92077	Vision Municipal Solutions	1/31/2024		\$4,478.67
92078	Washington City/County Management Assoc	1/31/2024		\$365.00
92079	Western Display Fireworks	1/31/2024		\$6,250.00
92080	Whitney Equipment Co. Inc	1/31/2024		\$3,405.40
92081	Wilcox & Flegel Oil Co.	1/31/2024		\$2,928.28
	Total		Check	\$230,380.90
	Grand Total			\$230,380.90

TAB - E



**CITY COUNCIL
AGENDA BILL
AB 24-07**

Meeting Date: February 5, 2024

AGENDA ITEM INFORMATION

SUBJECT: <i>TIB Consultant Agreement for Sidewalks on 2nd Street NE</i>	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Public Works Director	
	Fire Chief	
	Police Chief	
	Other:	
COST: \$41,800 – Grant		

SUMMARY STATEMENT: *TIB awarded the city a grant to place sidewalks on the south side of 2nd ST NE. There is surveying and engineering work that needs to be completed in order to execute the project. This expense is covered by the grant.*

RECOMMENDED ACTION: *Approve the TIB Consultant Agreement for Gray and Osborne to complete the engineering on the 2nd ST NE project.*



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER P-W-970(P01)-1		PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION 2nd Street NE Sidewalk Design and Bid/Award Services (Develop Preliminary and Final PS&E Documents, Bid and Award Assistance)			
CONSULTANT NAME & ADDRESS Gray & Osborne, Inc. 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144			
AGREEMENT TYPE (check one)			
<input type="checkbox"/> LUMP SUM \$ _____			
<input checked="" type="checkbox"/> COST PLUS FIXED FEE			
		OVERHEAD PROGRESS PAYMENT RATE 186%	
		OVERHEAD COST METHOD	
		<input type="checkbox"/> Actual Cost	
		<input type="checkbox"/> Actual Cost Not To Exceed _____ %	
		<input checked="" type="checkbox"/> Fixed Rate 42%	
		FIXED FEE \$4,287.00	
<input type="checkbox"/> SPECIFIC RATES OF PAY		<input type="checkbox"/> Negotiated Hourly Rate	
<input type="checkbox"/> COST PER UNIT WORK		<input type="checkbox"/> Provisional Hourly Rate	
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE December 31, 2024		MAXIMUM AMOUNT PAYABLE \$40,800.00	

THIS AGREEMENT, made and entered into this _____ day of January 2024, between the City of Long Beach, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

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

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

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

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

I GENERAL DESCRIPTION OF WORK

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

II SCOPE OF WORK

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

TIB

Form 190-016
Revised Oct 2001



Transportation Improvement Board (TIB)

Consultant Agreement

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

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

VII EMPLOYMENT

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

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

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

VIII NONDISCRIMINATION

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

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

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

III GENERAL REQUIREMENTS

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

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

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

IV TIME FOR BEGINNING AND COMPLETION

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

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

V PAYMENT

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

VI SUBCONTRACTING

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

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



Transportation Improvement Board (TIB)

Consultant Agreement

IX

TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

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

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

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



Transportation Improvement Board (TIB) Consultant Agreement

X CHANGES OF WORK

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

XI DISPUTES

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

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

XIII LEGAL RELATIONS AND INSURANCE

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

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

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

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

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

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

Insurance Coverage

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

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

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

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

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

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

XIV EXTRA WORK

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

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

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



Transportation Improvement Board (TIB)

Consultant Agreement

XVII

CERTIFICATION OF THE CONSULTANT AND THE AGENCY

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.

- 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.

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

By

Michael B. Johnson, P.E., President

By

Consultant

Gray & Osborne, Inc.

City of

Long Beach



EXHIBIT A-1 Certification of Consultant

Project No. P-W-970(P01)-1	City of Long Beach
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I hereby certify that I am Michael B. Johnson, P.E. a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 and that neither I nor the above firm I here represent has:

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

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

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

1/17/24

Date

Signature

Certification of Agency Official

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

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

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

Date

Signature



EXHIBIT B-1

Scope of Work

Project No.

P-W-970(P01)-1

Describe the Scope of Work

INTRODUCTION

The City of Long Beach (Agency) desires to employ the services of Gray & Osborne, Inc. (Consultant), a qualified engineering consultant, to assist the Agency with the development of improvements to 2nd Street NE. The Consultant (and its subconsultants) shall provide engineering and related services necessary to prepare preliminary and final plans, specifications, and cost estimates (PS&E) resulting in construction documents for the bid, award, and construction of the following:

Construction of a 5-foot concrete sidewalk on the south side of 2nd Street NE from Washington Avenue to approximately 550 feet to the east, including a crosswalk with rapid rectangular flashing beacon (RRFB) near the County Community Center property.

The engineering services contemplated for the design phase of the project will include topographic survey and mapping, identifying and mapping existing rights-of-way, cultural resources assessment, preliminary and final PS&E documents, coordination with funding agencies as well as utility purveyors and assisting the Agency with the bid and award phase. A SEPA is not required for the project.

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

Our scope of work is more particularly described below.

Task 1 – Project Management

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

Deliverables

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

Task 2 – Survey and Mapping

Establish vertical and horizontal control on Agency-approved datum, and acquire topographical features suitable to support the design and mapping of project corridor. Identify existing right-of-way lines on 2nd Street NE, within the project limits and all intersecting public rights-of-way. Establish approximate property lines based on existing assessor maps. Identify property addresses of adjoining properties as well as the owner's name based on County Assessor information.

1. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"-2' vertical. Vertical datum will be appropriate for the Agency.
2. Coordinate with Agency to call for locates of existing utilities to be field marked prior to field survey.
3. Perform topographical survey of project corridor. Acquire topographical data (including paint marks furnished by locates within right-of-way and approximately 10 feet beyond right-of-way (assuming it is not fenced in and/or property owners refuse access) for mapping and design purposes.



4. Map survey data and show pertinent topographical features and existing right-of-way of 2nd Street NE (within project limits).

Deliverables

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

Task 3 – Utility Coordination

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

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

Task 4 – 60 Percent Design (Preliminary Design)

Prepare preliminary drawings, specifications, and construction cost estimates.

1. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.
2. Calculate bid quantities and prepare 60 percent-level construction cost estimates.
3. Prepare 60 percent construction plans in Agency-approved format including title sheet, legend, location and vicinity maps, sidewalk plan and profile sheets, typical cross section, TESC sheets, RRFB details, and miscellaneous sidewalk plans/details.
4. Prepare 60 percent project specifications sections in WSDOT format referencing WSDOT's 2024 "Standard Specifications" for incorporation into the draft project specifications.

Deliverables

1. One electronic copy of 60 percent specifications.
2. One electronic copy of 60 percent project plans.
3. 60 percent cost estimate.

Task 5 – Environmental and Permitting Process

Prepare the cultural resource assessment to allow construction of the project.

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

Deliverables

1. Cultural Resource Study.

Task 6 – 90 Percent Design

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

1. Prepare and submit project specifications (electronic copy) to include proposal, contract, and bonding forms. This work assumes project specifications will be based on the WSDOT Standard Specifications for Road, Bridge and Municipal Construction (2024). The Agency shall be responsible for reviewing and approving the documents. Prepare and submit updated and detailed engineering construction cost estimate at interval listed above for Agency review.
2. Prepare electronic copy of preliminary plans/drawings (to include special details). The plans will incorporate applicable Agency design standards, WSDOT design standards, MUTCD standards, and AASHTO Manual guidelines. Where conflicts exist between standards, the Agency will provide direction or request the Consultant's recommendation.

Deliverables

1. One electronic copy of 90 percent specifications.
2. One electronic copy of 90 percent project plans. Plan set will include title sheet, index sheet/legend/vicinity map/etc., sidewalk plan and profile sheets, typical cross section, channelization and signing plan sheets, TESC sheets, RRFB details, and miscellaneous detail sheets.
3. Estimate cost of construction for 90 percent submittal.

Task 7 – Final Design Document Preparation (PS&E)

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

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

Task 8 – Quality Assurance/Quality Control

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

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



Task 9 – Bid and Award Services

Assist Agency with bidding and award services.

1. Prepare bid advertisement for publication for Agency review and use.
2. Upon Agency authorization and direction, prepare and transmit both electronic and hard copies of bid documents to Agency.
3. Prepare and distribute electronic bid documents (G&O website) to local planning agencies, utility companies, City, and funding agency. Prepare and distribute (electronic) bid documents to bona fide bidders. Maintain bidders list.
4. Answer bid inquiries during bid phase, to include providing written clarification as may be required.
5. Prepare and distribute any bid addenda as required.
6. Review bids tendered, check references of responsible, qualified low bidder, prepare and distribute bid summary, and prepare and transmit Engineer's "Letter of Recommendation for Award." Coordination with City and TIB.

Deliverables

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

CONSTRUCTION MANAGEMENT SERVICES

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

Documents to be Furnished by the Consultant

- Project Meeting Agenda and Minutes.
- Survey Field Data.
- 60 Percent Plans, Specifications and Cost Estimate.
- 90 Percent Plans, Specifications and Cost Estimate.
- Final Plans, Specifications and Cost Estimate.



EXHIBIT C-2

Payment

(Cost Plus Fixed Fee)

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

A. Actual Costs

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

1. Direct Salary Costs

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

2. Overhead Costs

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

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

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

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

3. Direct Nonsalary Cost

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

4. Fixed Fee

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



Transportation Improvement Board (TIB)

Consultant Agreement

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

5. Maximum Total Amount Payable

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

B. Monthly Progress Payments

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

C. Final Payment

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

D. Inspection of Cost Records

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

**EXHIBIT D-1**

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

Prepared by Brian Sourwine, P.E.					Date January 4, 2024	
Project 2nd Street NE Sidewalk						
Direct Salary Cost (DSC)						
Classification	Man Hours		Rate		Cost	
Project Manager	36	x	\$42 to \$75	=	\$2,448	
Project Engineer	90	x	\$38 to \$57	=	\$4,950	
AutoCAD/GIS Tech./Engineering Intern	18	x	\$20 to \$54	=	\$684	
Survey Crew (2 Person)	20	x	\$55 to \$94	=	\$1,760	
Professional Land Surveyor	7	x	\$38 to \$61	=	\$364	
TOTAL DSC					\$10,206	
OVERHEAD (OH Cost including Salary Additives)						
OH Rate x DSC or 186% x \$10,206					\$18,983	
FIXED FEE (FF)						
FF Rate x DSC or 42% x \$10,206					\$4,287	
REIMBURSABLES						
Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc.					\$878	
SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead)					\$6,446	
GRAND TOTAL					\$40,800	



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

Discipline or Job Title	Hourly Rate	Overhead 186%	Profit 42%	Rate Per Hour
AutoCAD/GIS Tech./Engineering Intern	\$20-\$54	\$37.20-\$100.44	\$8.40-\$22.68	\$65.60-\$177.12
Electrical Engineer	\$38-\$69	\$70.68-\$128.34	\$15.96-\$28.98	\$124.64-\$226.32
Structural Engineer	\$36-\$67	\$66.96-\$124.62	\$15.12-\$28.14	\$118.08-\$219.76
Environmental Tech./Specialist	\$28-\$52	\$52.08-\$96.72	\$11.76-\$21.84	\$91.84-\$170.56
Engineer-In-Training	\$30-\$55	\$55.80-\$102.30	\$12.60-\$23.10	\$98.40-\$180.40
Civil Engineer	\$35-\$55	\$65.10-\$102.30	\$14.70-\$23.10	\$114.80-\$180.40
Project Engineer	\$38-\$57	\$70.68-\$106.02	\$15.96-\$23.94	\$124.64-\$186.96
Project Manager	\$42-\$75	\$78.12-\$139.50	\$17.64-\$31.50	\$137.76-\$246.00
Principal-in-Charge	\$46-\$75	\$85.56-\$139.50	\$19.32-\$31.50	\$150.88-\$246.00
Resident Engineer	\$38-\$58	\$70.68-\$107.88	\$15.96-\$24.36	\$124.64-\$190.24
Field Inspector	\$30-\$56	\$55.80-\$104.16	\$12.60-\$23.52	\$98.40-\$183.68
Field Survey Crew (2 Person)	\$55-\$94	\$102.30-\$174.84	\$23.10-\$39.48	\$180.40-\$308.32
Field Survey Crew (3 Person)	\$91-\$130	\$169.26-\$241.80	\$38.22-\$54.60	\$298.48-\$426.40
Professional Land Surveyor	\$38-\$61	\$70.68-\$113.46	\$15.96-\$25.62	\$124.64-\$200.08
Secretary/Word Processor*	N/A	N/A	N/A	N/A

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

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.67 per mile or the current maximum IRS rate without receipt IRS Section 162(a).



EXHIBIT E-1
Breakdown of Overhead Cost

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

Federal, State, and Local Taxes	21.2%
Insurance and Medical	23.0%
Professional Development and Education	0.6%
Sick Leave, Vacations and Holidays	14.2%
Administration (Typing, CADD, GIS, Computer)**	37.2%
Rent, Utilities, and Depreciation.....	19.0%
Office Expenses, Support and Maintenance	5.1%
Travel	2.0%
Retirement and Incentive Program	63.4%
Facilities Cost of Capital.....	0.3%

TOTAL:186.0%

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



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

Lump Sum Contracts

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

Cost Plus Fixed Fee Contracts

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

Specific Rates of Pay Contracts

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

Cost Per Unit of Work Contracts

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



EXHIBIT G-1 Subcontracted Work

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

Cultural Resource Consultants (Archaeological) \$6,446*

*Includes 10% Administrative Overhead.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2024

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 AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183 PMB #369 Poulsbo WA 98370	CONTACT NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com
INSURED Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	INSURER(S) AFFORDING COVERAGE INSURER A : The Travelers Indemnity Company of Connecticut INSURER B : Travelers Property Casualty Company of America INSURER C : Travelers Casualty and Surety Company INSURER D : INSURER E : INSURER F :
License#: 6003745	NAIC # 25682 25674 19038

COVERAGES

CERTIFICATE NUMBER: 737499364

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6808N74449A	9/10/2023	9/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA8P536892	9/10/2023	9/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8N747012	9/10/2023	9/10/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		6808N74449A	9/10/2023	9/10/2024	PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2023	9/10/2024	\$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)

Project #P-W-970(P01)-1, 2nd Street NE Sidewalk, Design and Bid/Award Services (Develop Preliminary and Final PS&E Documents, Bid and Award Assistance)

City of Long Beach is an additional insured per the attached. Insurance coverage includes waiver of subrogation per the attached endorsement(s).
30 days Notice of Cancellation per the attached.**CERTIFICATE HOLDER****CANCELLATION**City of Long Beach
P.O. Box 310
Long Beach WA 98631

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

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.

COMMERCIAL GENERAL LIABILITY

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.

TAB — F



**CITY COUNCIL
AGENDA BILL
AB 24-08**

Meeting Date: February 5, 2024

AGENDA ITEM INFORMATION

SUBJECT: Ordinance No. 1031 SMP Amendment	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	
	Water/Wastewater Supervisor	
	Other:	
COST: NA		

SUMMARY STATEMENT: The Department of Ecology and the city have worked together to provide an amendment to the SMP. The use of access to a single-family home through an associated wetland created some procedural issues under the newly adopted SMP (April 2023). This amendment provides a process in which property owners can use and access their properties that are located adjacent to an associated wetland.

RECOMMENDED ACTION: Approve ordinance 1031 amending the SMP.

ORDINANCE 1031

AN ORDINANCE AMENDING THE CITY OF LONG BEACH SHORELINE MASTER PROGRAM PURSUANT TO CHAPTER 90.58 RCW AND CHAPTER 173-26 WAC.

WHEREAS, the State of Washington Shoreline Management Act (SMA) of 1971, Chapter 90.58 RCW, requires counties and cities to prepare shoreline master programs (SMPs) to prevent the uncoordinated and piecemeal development of shorelines of the state; and

WHEREAS, the City of Long Beach comprehensively updated their SMP in July 2017. The City completed a periodic review amendment in 2023 a Shoreline Master Program consistent with Chapter 90.58 RCW and Chapter 173-26 WAC; and

WHEREAS, the City of Long Beach prepared and implemented a Public Participation Plan for engaging the public, non-governmental organizations, state agencies, and tribal governments in the periodic review process; and

WHEREAS, the City of Long Beach conducted its review and prepared draft amendments with guidance from the Washington State Department of Ecology; and

WHEREAS, the City of Long Beach sent the draft to Washington State Department of Commerce on September 25, 2023 for the 60 day review; and

WHEREAS, under the SMA, the City of Long Beach and the Washington State Department of Ecology share joint authority and responsibility for the administration of the Long Beach SMP (pursuant to RCW 90.58.050); and

WHEREAS, before the public hearing, the City of Long Beach and the Washington State Department of Ecology held a public comment period on the SMP from October 18, 2023 to November 17, 2023, and received comments which were addressed in the comment matrix; and

WHEREAS, on November 14, 2023, the City of Long Beach Planning Commission conducted a joint public hearing with the Washington State Department of Ecology, noticed in accordance with the standards in Section 11-2C-11 LBMC, and received one public comment and;

WHEREAS, the City of Long Beach issued a SEPA Determination of Nonsignificance for the draft on September 22, 2023 and received comment from the Department of Natural Resources and the Washington State Department of Fish and Wildlife that the city considered and prepared a response; and

WHEREAS, on November 14, 2023, the Planning Commission considered comments received on the draft Shoreline Master Program amendments, and

WHEREAS, the City Council on February 5, 2024, considered and adopted the recommendation of the Planning Commission; and

WHEREAS, the City Council finds the amended Shoreline Master Program consistent with Chapter 90.58 RCW and Chapter 173-26 WAC;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

LONG BEACH, WASHINGTON:

Section 1. Adoption of Amendments to Shoreline Master Program

The Shoreline Master Program adopted by the City Council pursuant to Ordinance 1031 is hereby amended as shown in the revision marks as set forth in attached Exhibit A.

Section 2. Submission to the Department of Ecology

The Director of Community Development shall submit the amended Shoreline Master Program and associated documents to the Washington State Department of Ecology for their review and approval prior to final action.

Section 3. Severability

If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance, or the application of the provision to other persons or circumstances is not affected.

Section 4. Effective Date

The amendments to the SMP adopted through Ordinance No. 1031 shall be effective 14 days after Washington State Department of Ecology issues final action as provided by RCW 90.58.090 and WAC 173-26-110.

Passed this 5th day of February 2024.

AYES

NAYS

ABSENT

ATTEST:

Mayor, Sue Svendsen

Jessie Hermens, City Clerk



**CITY COUNCIL
AGENDA BILL
AB 24-09**

Meeting Date: February 5, 2024

AGENDA ITEM INFORMATION		
SUBJECT: Proposal for 5 th ST SW Restroom Repairs	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: \$60,432	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT: RCO has granted the city money to repair the 5th ST SW Restrooms. This work includes new siding, roofing, gutters, and paint.

RECOMMENDED ACTION: *Accept the proposal from Dr. Roof for the 5th ST SW Restroom Repairs.*

Elevations / Roof Plans

4

City of Long Beach
5th Street SW - Bathrooms
Long Beach, WA 98631

BACK



EAST SIDE



Elevations / Roof Plans

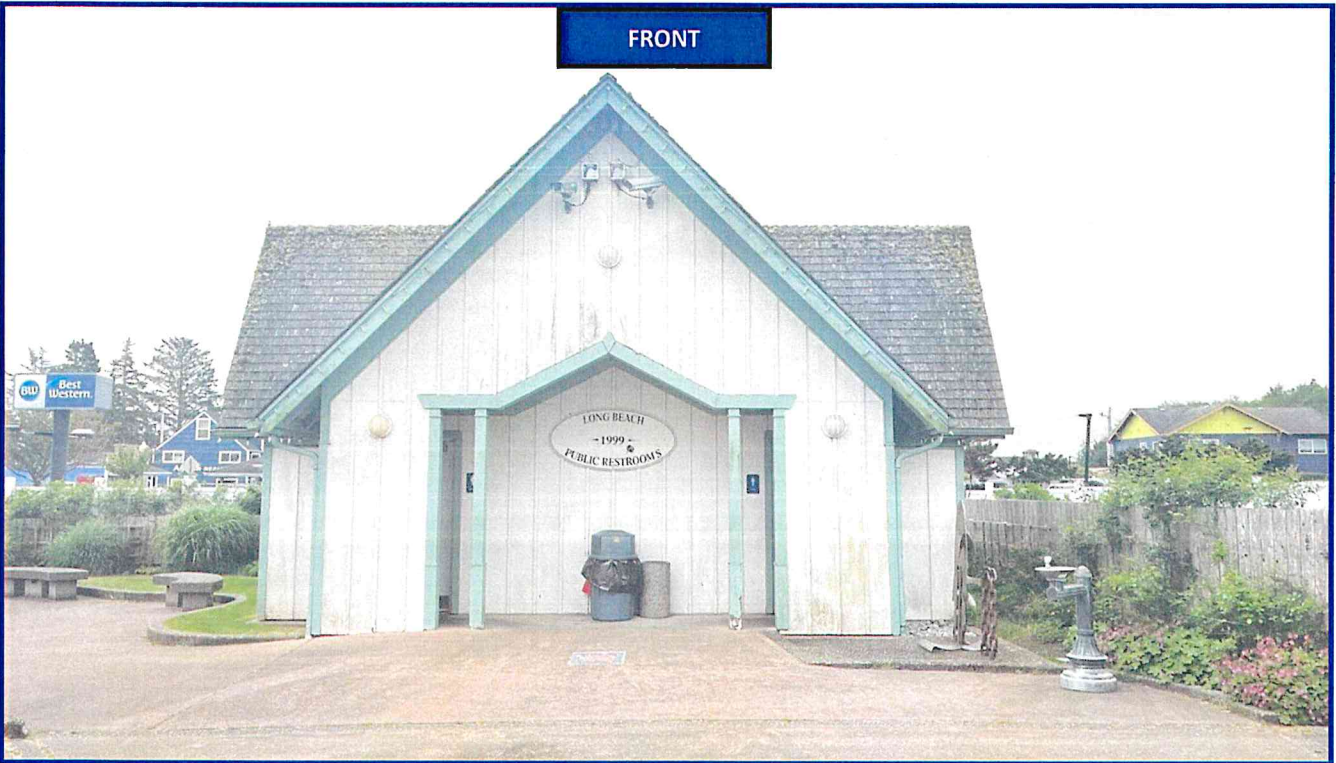
3

City of Long Beach

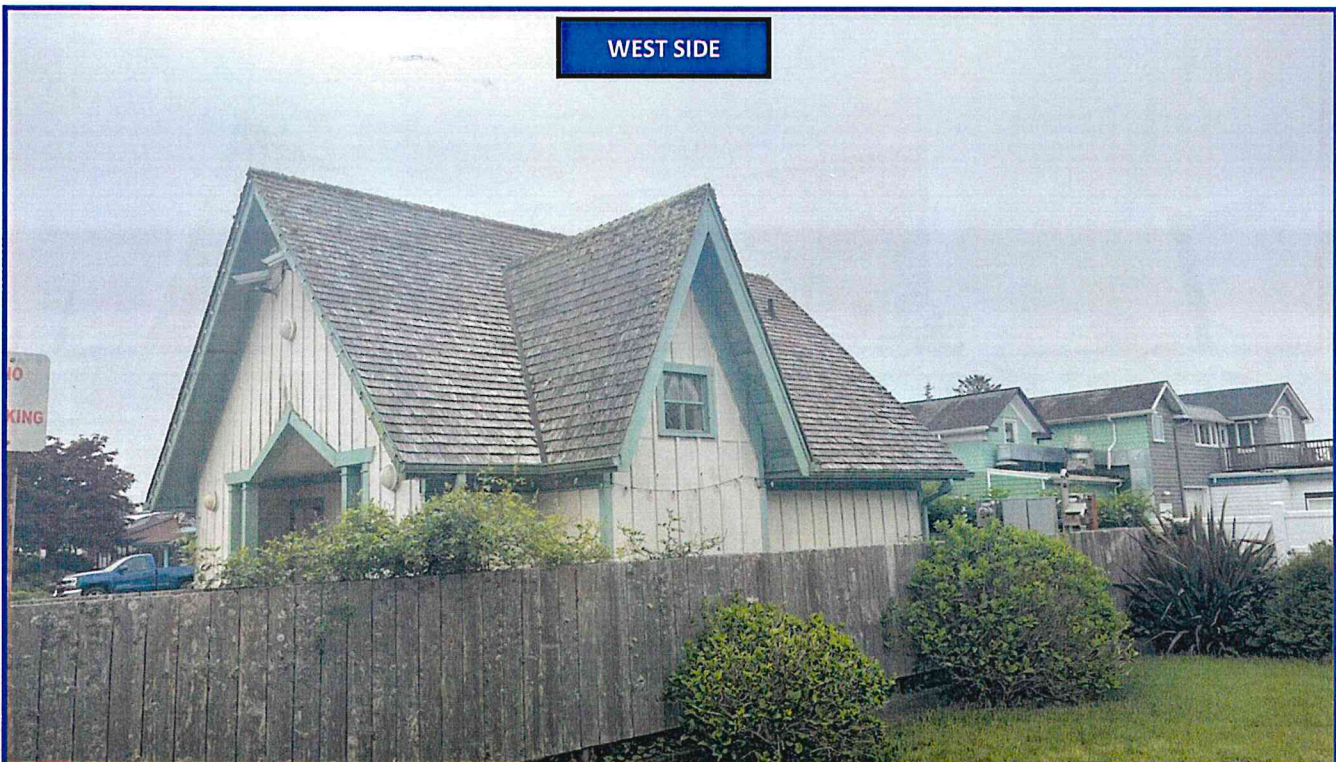
5th Street SW - Bathrooms

Long Beach, WA 98631

FRONT



WEST SIDE



Existing Conditions / Roof Sample

2

City of Long Beach
5th Street SW - Bathrooms
Long Beach, WA 98631

The existing roof assembly consists of the following: (From Top To Bottom)

- Wood Shingles (mechanically attached)
- Organic underlayment felt
- Plywood Deck

A test sample was not removed from this roof area. The above listed system is based upon visual inspection and if the existing system is different from the listed system we may need to revise our proposal.





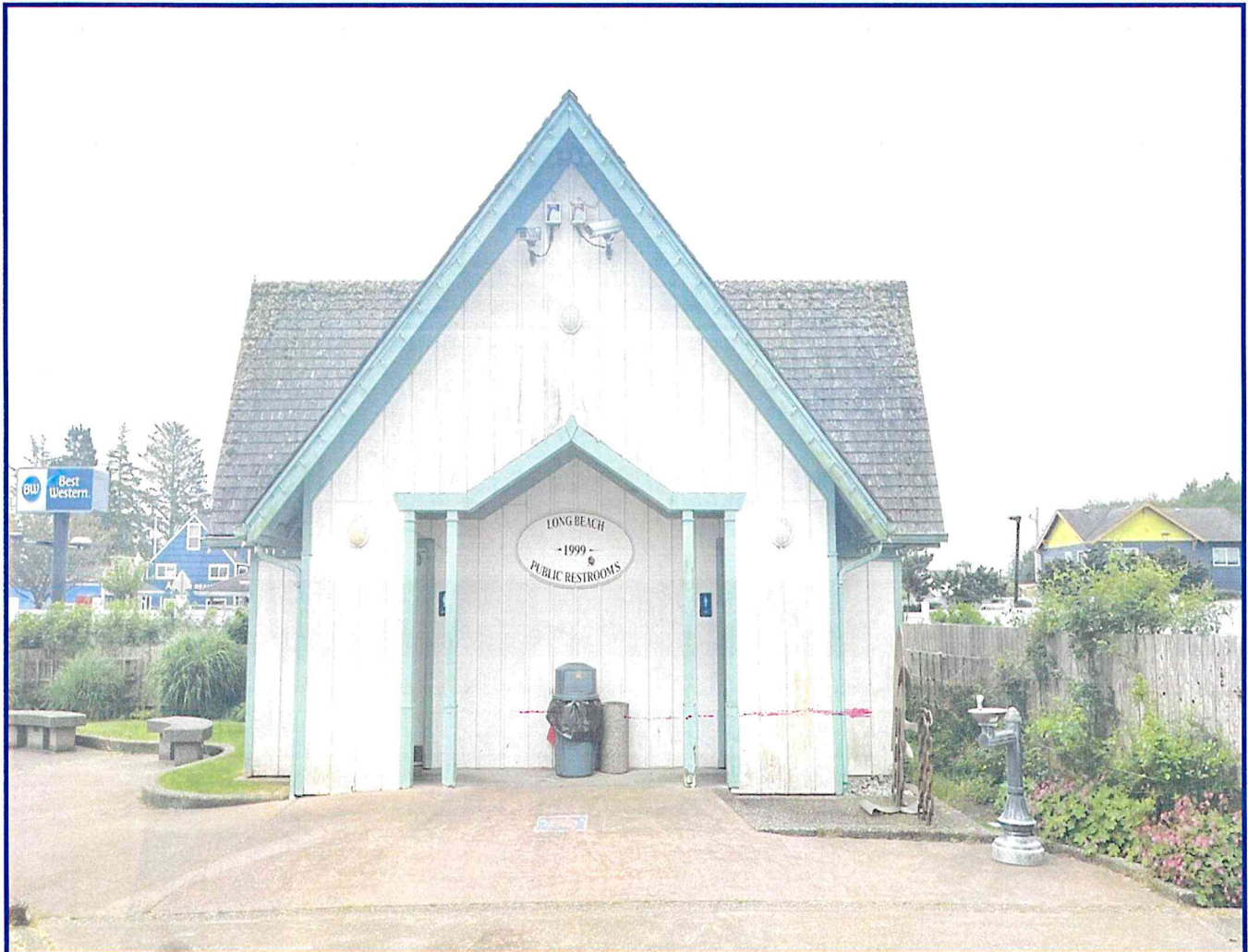
City Of Long Beach

Roofing, Siding and Gutter Replacement Proposal

City of Long Beach
5th Street SW—Bathrooms
Long Beach, WA 98631

EXHIBIT A

Ariel Smith
City of Long Beach
115 Bolstad Avenue West
Long Beach, WA 98631



Prepared By:
Tom Shannon—360-214-6387 Cell

Date: January 12, 2024—Revised #1

New Roof System—Scope of Work

5

City of Long Beach
5th Street SW - Bathrooms
Long Beach, WA 98631

New Roof System—Scope of Work

- Remove the existing wood shingle roof system and underlayment down to an acceptable substrate and dispose of legally off-site. **Proposal assumes that solid wood sheathing is in place otherwise we will need to install new plywood substrate at an additional charge.**
- Inspect the wood deck and replace any damaged wood on a Time and Material Basis. We will obtain the Owners permission prior to any replacement.
- The existing gutters and will remain in place and be reused. **See Alternate Add for gutters and downspout replacement cost.**
- Cut in and install a new ridge vent. All other required venting to be met by the existing eave venting.
- Adhere 1-layer of self-adhered membrane in the valley areas only.
- Mechanically attach 1-Layer of synthetic underlayment over the entire roof area.
- Mechanically new metal flashing at the eaves and the rakes. (Standard colors only).
- Mechanically attach new Owens Corning Duration composition shingles. (Color to be selected by the Owner).
- Roofing Permit to be purchased by Dr Roof and paid for by the Owner **if required.**
- Issue a 2-Year Contractor Warranty and a **40-year Platinum Manufacturer's Warranty.**

Roofing Base Bid: \$14,754.00 + WSST***

***Includes Prevailing Wage Rates

Siding and Gutters—Scope of Work

City of Long Beach

5th Street SW - Bathrooms

Long Beach, WA 98631

New Siding—Scope of Work

- Remove the existing siding and dispose of. Soffits and large fascia trim to remain in place and be left as is. If work is desired in these areas we can revise our proposal.
- Inspect substrate for water damage and replace on a Time and Materials basis.
- Install membrane tape around all windows, doors and other sidewall penetrations.
- Install HydroTex two-ply drainage mat to all walls.
- Install new unpainted James Hardie trim around all windows and doors (4").
- Install new baked enamel Z-flashings above all trim as needed.
- Install blocks for all accessories (lights, hose bibs, dryer vents, etc.) **Our proposal includes the removal of the electrical items, but does NOT include the reinstallation. This work must be performed by an electrician and is not included in our proposal.**
- Install pre-primed James Hardie Board and Batt siding. All fasteners will be Stainless steel. **The primed siding will need to be painted (see painting scope of work and pricing).**
- Caulk and seal all trims.
- Remove all debris caused by our scope of work.
- Provide a 10-year Material and Labor warranty.

Siding—Base Bid: \$31,989.00 + WSST* (Does not Include Painting)**

*****Includes Prevailing Wage Rates**

Gutters and Downspouts—Scope of Work

- Remove the existing gutters and downspouts and dispose of legally off-site.
- Install new K5 Style gutters with 2x3 downspouts (standard colors). Layout to match existing.

Gutters—Base Bid: \$2,270.00 + WSST***

*****Includes Prevailing Wage Rates**

New Painting—Scope of Work

7

City of Long Beach

5th Street SW - Bathrooms

Long Beach, WA 98631

New Painting—Scope of Work

- Pressure wash and clean as needed.
- Paper and tape off and cover all areas not to be exposed.
- Apply Rust Loc to all areas as needed.
- Apply Peel Bond to all areas as needed.
- Apply Sherwin Williams Paint to all Exterior Sidewalls (Spray Applied).
- Apply Sherwin Williams Paint to all Trims (Brush Applied).
- Wash and Clean all windows (Exterior Only).
- Remove all debris caused by our scope of work.

Base Bid: \$6,788.00 + WSST***

*****Includes Prevailing Wage Rates**

Contract Breakdown

Roofing—\$14,754.00

Siding—31,989.00

Painting—\$6,788.00

Gutters—\$2,270.00

Total Contract Amount: \$55,801.00 + WSST

Qualifications / Exclusions

City of Long Beach

5th Street SW - Bathrooms

Long Beach, WA 98631

Qualifications:

- Quote is Valid Through 2/15/24—No price escalation or protection.
- We may require a Hazardous Material report or Good Faith Letter.
- **If damage decking / substrate is discovered we will replace the damage wood on a Time and Material Basis. It is the Owners responsibility to either approve Dr Roof to replace or provide alternative replacement in a timely manner and in sufficient time for the area to be brought into a watertight condition before the end of the work day.**
- Our proposal is based upon Prevailing Wage rates.
- **Our proposal does not include any guarantee, for or against, or provide for proper ventilation which, without, could lead to condensation. In addition, we do not assume any design liability in these areas. Condensation and associated damage is not covered by either the Contractor or Manufacturer's warranties.**

Exclusions:

- All Wood Work unless listed.
- Interior work of any kind including cleaning and protection
- Installation over buried components on the deck surface
- Hazardous Material testing and abatement
- Demolition other than listed
- Electrical, Plumbing and Mechanical work
- Correction of roof slope or ponding water conditions
- Shop and As-Built Drawings
- Permits, Bonds
- Code Compliance and Upgrades
- Fume Mitigation, Dust Control
- Upgrading Ventilation / Condensation Mitigation
- Unforeseen Conditions

TAB — G

David Glasson

From: Steve Crenshaw <stevecrenshaw992@gmail.com>
Sent: Tuesday, January 2, 2024 12:06 PM
To: David Glasson
Subject: Water/Sewer/Stormwater Rate Increases

[External Email]

I am sure I am the only customer on the peninsula who thinks you deserve the rate increases. They are reasonable; your maintenance needs continue, and new federal requirements demand action.

My water bill in Seaview and my bimonthly sewer district charges cost me \$1,572 in 2023. The nearly same services in Bellevue (Seaview has no stormwater charge) cost me \$3,244 for the year.

I won't complain.

Bob Gillespie
3308 K Place, Seaview

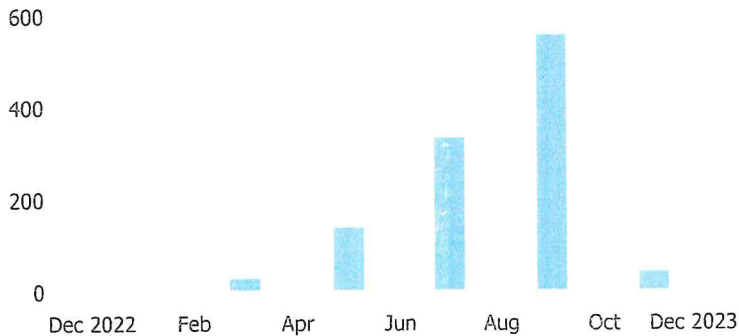


POST OFFICE BOX 310
LONG BEACH, WASHINGTON 98631
(360) 642-4421
www.longbeachwa.gov

ACCOUNT NUMBER		CUSTOMER NAME	
3201.0		Hill, Debbie	
SERVICE LOCATION		BILLING DATE	
6th ST, NW 102		12/31/2023	
TENANT NAME			
SERVICE PERIOD		DUE DATE	TOTAL DUE
11/16/2023 to 12/15/2023		1/15/2024	\$146.49

SERVICE	METER	PREVIOUS DATE	PREVIOUS READING	CURRENT DATE	CURRENT READING	CONS	READ TYPE	DESCRIPTION	AMOUNT
Water	05-07300.0	11/15/2023	91902	11/15/2023	91902	0	NR	Water	\$40.80
								Stormwater	\$14.65
								Sewer	\$78.94
								Taxes	\$12.10
								Total Current Charges	\$146.49
								Grand Total	\$146.49

To those at the City of Long Beach,
I cannot go without saying I'm sad about my
upcoming rate increase. "0" water used, therefore "0" sewer
used, yet each one is going up 5%. Please share my
displeasure with authorities



in your office.
Debbie Hill



Faster, Easier, Greener
Pay Bills Online
www.longbeachwa.gov

For your convenience, there is a Drop Box at the front of City Hall



HEREBY CONFERS THE TITLE OF

Certified Municipal Clerk

UPON

Katie Metzger, CMC

WHO HAS COMPLETED THE REQUIREMENTS PRESCRIBED BY THE INTERNATIONAL

INSTITUTE OF MUNICIPAL CLERKS FOR CERTIFICATION.

(YOU MUST REMAIN AN ACTIVE MEMBER FOR IIMC TO RECOGNIZE YOUR CMC)

December 27, 2023


CERTIFIED ON



IIMC PRESIDENT



IIMC DIRECTOR OF PROFESSIONAL
DEVELOPMENT

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 02J54001 MODIFICATION NUMBER: 0 PROGRAM CODE: CG	DATE OF AWARD 01/19/2024
			TYPE OF ACTION New	MAILING DATE 01/24/2024
			PAYMENT METHOD: ASAP	ACH# PEND
			RECIPIENT TYPE: Township	
RECIPIENT: City of Long Beach P.O. Box 310 Long Beach, WA 98631-0310 EIN: 91-6001455			Send Payment Request to: RTPFC-grants@epa.gov	
PROJECT MANAGER Ariel Smith 115 Bolstad W PO Box 310 Long Beach, WA 98631-0310 Email: asmith@longbeachwa.gov Phone: 360-642-4421			EPA PROJECT OFFICER Patricia Winn 805 SW Broadway Suite 500 Portland, OR 97205 Email: Winn.Trish@epa.gov Phone: 503-326-2678	
EPA GRANT SPECIALIST Kwansu Ha 1200 Sixth Ave, Suite 155 Seattle, WA 98101-3144 Email: ha.kwansu@epa.gov Phone: 206-553-0837				
PROJECT TITLE AND DESCRIPTION Replacement of wastewater lift stations within the city limits of Long Beach. This agreement provides funding to City of Long Beach, Washington to implement its project for Lift Station Replacements as directed in the 2023 Consolidated Appropriations Act. The activities to be performed include the execution and implementation of a sanitary lift station replacement project. Workplan activities consist of upgrades to three lift stations. The anticipated deliverables are permits as required from appropriate agency, engineering design, and construction, which are expected to lead to decreased risk of negative environmental impacts and workplace hazards associated with operation of a deteriorated sanitary sewer pump station and improved water quality for City of Long Beach, Washington and the greater environment. No subawards are included in this assistance agreement.				
BUDGET PERIOD 12/31/2023 - 06/30/2025	PROJECT PERIOD 12/31/2023 - 06/30/2025	TOTAL BUDGET PERIOD COST \$ 1,670,000.00	TOTAL PROJECT PERIOD COST \$ 1,670,000.00	
NOTICE OF AWARD Based on your Application dated 09/11/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 1,670,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,670,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 10, EPA Region 10 Mail Code: 17-C04, 1200 Sixth Avenue, Suite 155 Seattle, WA 98101			ORGANIZATION / ADDRESS U.S. EPA, Region 10, WD R10 - Region 10 805 SW Broadway Suite 500 Portland, OR 97205	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Peggy D Johnson - Chief, Grants and Interagency Agreements Branch				DATE 01/19/2024

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 7,589
2. Fringe Benefits	\$ 2,410
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 300,001
7. Construction	\$ 1,360,000
8. Other	\$ 0
9. Total Direct Charges	\$ 1,670,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 1,670,000
12. Total Approved Assistance Amount	\$ 1,670,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 1,670,000
15. Total EPA Amount Awarded To Date	\$ 1,670,000

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/system/files/documents/2023-09/fy_2023_epa_general_terms_and_conditions_effective_october_1_2023_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. CORRESPONDENCE

Federal Financial Reports (SF-425): rtpfc-grants@epa.gov

MBE/WBE reports (EPA Form 5700-52A): davidson.lacey@epa.gov

All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: herrick.david@epa.gov

Requests for Extensions of the Budget and Project Period, Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables, Amendment Requests, Requests for other Prior Approvals: winn.trish@epa.gov

Administrative questions and issues: ha.kwansu@epa.gov

B. PRE-AWARD COSTS

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from **[12/31/2023]** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

C. PRIOR APPROVAL OF PAYMENTS FOR EPA COMMUNITY GRANTS (UPDATED 6/13/23)

Payment Requests are to be completed on Standard Form 270, "Request for Advance or Reimbursement" and submitted to the EPA Grants Office with a copy to the EPA Project Officer. This form and instructions for completing it can be found at <https://www.epa.gov/grants/epa-grantee-forms>. The requests will report cumulative expenditures both (federal and non-federal) incurred under the grant. EPA will approve payments for allowable expenditures at the ratio shown in the latest Agreement.

Under this payment mechanism, the recipient submits for EPA approval the Standard Form 270 along with supporting cost documentation via email to r10communitygrants@epa.gov, the EPA Project Officer and the EPA Grants Management Specialist listed on this award document. Attachments must be submitted in pdf or other acceptable software format (e.g., DocuSign) and the Standard Form 270 must be electronically or digitally signed by your organization's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#). Documentation to support costs claimed for reimbursement include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable documentation. Also, as a reminder, please refer to the Grant-Specific Programmatic Terms and Conditions of this award for additional information regarding procurement documentation submission requirements.

After review and written notification of EPA's approval, the recipient will request funds via the U.S. Treasury's Automated

Standard Application for Payment (ASAP) system for **100%** of the total allowable expenditures shown on the Standard Form 270 (i.e., the Federal share) for the period covered by the request. EPA may pay 100% of the allowable expenditures reported for the period of the request for grants for which the cost share requirement has been waived by EPA. Payment for costs approved by EPA and authorized for drawdown by the recipient via the ASAP System will be credited to the recipient's designated financial institution (See Financial Information in the [EPA General Terms and Conditions](#) applicable to this award). Any questioned or disallowed costs will be detailed in writing by EPA's Grants Management Officer.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	ACCEPTABLE DOCUMENTATION
1. PERSONNEL (for both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must: <ul style="list-style-type: none"> • meet the requirements in 2 CFR 200.430(i) for producing accurate information regarding actual hours an employee worked performing the EPA agreement. • reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also reflect non-working hours used during the pay period. • be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed. • contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof charged. 	
1a. Working Hours	<ul style="list-style-type: none"> • Copies of time sheets or equivalent records
1b. Non-Working Hours (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.	<ul style="list-style-type: none"> • A schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
2. FRINGE BENEFITS – if applicable, approved fringe rate or actual costs per employee.	<ul style="list-style-type: none"> • A schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
3. INDIRECT COSTS – either an approved indirect cost rate agreement covering the period for the indirect costs being claimed, or otherwise approved to use the 10% de minimis rate. See the General Terms and Conditions for additional information.	<ul style="list-style-type: none"> • A schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.
4. TRAVEL Note: First class/business class travel costs are not allowable.	<ul style="list-style-type: none"> • listing of trips taken, trip dates, location, purpose, and actual costs incurred. • copy of signed and dated authorization documents for each trip. • written certification by employee's supervisor or other authorized official that the trip took place. • copy of signed and dated travel vouchers showing actual expenditures
5. EQUIPMENT – records must show equipment items, quantity, unit cost, and total amount consistent with the PO and RFP.	<ul style="list-style-type: none"> • copy of procurement requests • copy of vendor invoices • quotes or bid announcements as required
6. SUPPLIES	<ul style="list-style-type: none"> • invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order. • copy of procurement requests • copy of vendor

	invoices• quotes or bid announcements as required
<p>7. CONTRACTUALThe contract agreement must include all applicable clauses stipulated at 2 CFR Part 200.327 and Appendix II. NOTE: per the grant-specific programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the project officer. Contracts for Architectural and Engineering services are included in this category. The costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as described at 2 CFR 1500.10</p>	<ul style="list-style-type: none"> • documents showing quotes or bid announcements as required. • evidence of the selection decision and a cost and price analysis • copy of contractor invoices
<p>8. CONSTRUCTIONThis category includes contracts for general construction and other contractor costs for activities described in EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103.</p>	<ul style="list-style-type: none"> • documents showing quotes or bid announcements as applicable. • evidence of the selection decision and a cost and price analysis • copy of contractor and vendor invoices
<p>9. OTHERIf subaward costs are being claimed, a copy of the executed subaward agreement must be provided. The subaward agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR 200.331 and 200.332.</p>	<ul style="list-style-type: none"> • invoices showing items, quantity, unit cost, and total amount. As applicable ensure there are: • copies of procurement requests • copy of vendor invoices • quotes or bid announcements as required • documentation of participant support cost payments approved in the budget • cost Calculations/Allocations of shared costs like rent, utilities, etc.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS FOR EPA COMMUNITY GRANTS

A. Performance Reporting ([2 CFR 200.329](#))

The recipient agrees to submit performance reports to the EPA Project Officer on a semi-annual basis, no later than April 30 and October 30 of each year. The final performance report must be submitted no later than 120 calendar days after the period of performance end date.

Performance reports must relate financial data and accomplishments to performance goals and objectives; include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and formation of cost overruns or high unit costs.

The recipient agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

B. Project changes

The recipient must obtain written EPA approval before implementing changes which alter the project performance standards; change the scope or objectives of the project or substantially alter the design of the project; transfer funds between construction and non-construction budget categories; significantly delay or accelerate the project schedule; substantially alter the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project.

C. Right of Access ([2 CFR 200.337](#))

EPA will have access to all records including fiscal, procurement, and engineering data and files which are pertinent to the assistance agreement, and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities.

D. Procurement

(a) The recipient agrees to procure all services (professional or otherwise), supplies, and construction awarded under this grant in accordance with [2 CFR 200.317 through 2 CFR 200.327](#) and [40 CFR Part 33](#).

(b) Recipient agrees to comply with the procurement processes for architectural and engineering (A/E) services as identified in [40 U.S.C. 1101 et seq.](#), or an equivalent State requirement.

Where equivalent State requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and a certification from the Governor of the State that the State's A/E procurement requirements are equivalent to [40 U.S.C. 1101 et seq.](#) must accompany the grant application. In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include this certification. The requirements of [40 U.S.C. 1101 et seq.](#) are:

- Public announcement of the solicitation (e.g., a Request for Qualifications);

- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation);

Evaluation criteria should be based on demonstrated competence and qualification for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);

- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;

- Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;

In the event that a contract cannot be negotiated with the most highly qualified firm, negotiation continues in order of qualification.

In the event that the State has no existing equivalent qualifications-based requirement for procurement, the federal requirements in [40 U.S.C. 1101 et seq.](#) apply.

• Procurement Document Submission

A copy of all proposed contracts for services and supplies over \$250,000 shall be submitted to the EPA Project Officer for review. The submittal of the proposed contracts shall include procurement records. A copy of all proposed contracts for construction shall be submitted to the EPA Project Officer for review. The submittal of the proposed contracts shall include procurement records.

- (a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bid, scopes of work and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids.
- (b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, the bid package of the lowest responsive, responsible bidder for review prior to the award of a contract. The bid package will include a bid tabulation, a copy of the proof of advertising, the bid bond of the low bidder, the signed EPA Form 5700-49 (Certification Regarding Debarment, Suspension, and Other Responsibility Matters), the MBE/WBE proposed utilization by the low bidder with a statement from Recipient that the efforts taken by the low bidder meet the regulatory requirements, and the recommendation to award a contract to the low bidder.
- (c) Recipient agrees to submit to the EPA Project Officer for review any proposed contract for services, such as engineering or grant management, prior to signing each contract as well as any change orders executed after the award of the contract. A description of the process used to procure those services will also be submitted. Such contracts must comply with provisions in the regulations at [2 CFR Part 200](#) and/or [40 U.S.C. 1101 et seq.](#), or an equivalent State requirement as applicable to be accepted as allowable project costs.

E. Cybersecurity Condition

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

- (2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during

subrecipient monitoring deemed necessary by the recipient under [2 CFR 200.332\(d\)](#), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Signage

The recipient is required to place a physical sign displaying the EPA logo at the construction site for this project in an easily visible location that can be directly linked to the work taking place. The sign must be maintained in good condition throughout the construction period. In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.). Signage costs are considered an allowable grant expense, provided the costs associated with the signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, assistance recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable grant expenses, provided the costs are reasonable.

Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs.

EPA Logo: The recipient will ensure that signage displays the EPA logo. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project.

The recipient will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to [Londa Scott-Forte](#) (202-564-1504) and [Jini Ryan](#) (202-564-1075). Please explain in the message that the EPA logo is to be used on signage at a construction site funded with EPA assistance and copy the EPA Project Officer on the message.

G. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

H. Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's [Community Grants Program Final Implementation Guidance](#), October 2022.

I. American Iron and Steel (AIS)

AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement signed on or after January 17, 2014. Based on the FY 2023 Consolidated Appropriations Act directive Congressional language ("Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section"), AIS requirements apply to this award agreement.

(a) *Definitions.* As used in this award term and condition—

(1) "iron and steel products" mean the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(2) "steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) Request for a Waiver under (b)(2) of this section

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph

(b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

(i) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(ii) Unit of measure;

(iii) Quantity;

(iv) Cost;

(v) Time of delivery or availability;

(vi) Location of the project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with P.L. 117-103 and the Explanatory Statement for Division G of P.L. 117-103.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

J. Build America, Buy America Act

This term and condition supplements the "Build America, Buy America" term and condition included in EPA's [General Terms and Conditions](#).

(a) Definitions.

As used in this award term and condition —

(1) "Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

(2) "Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

(3) "Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

(4) "Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Domestic Preference.

This term and condition implements the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58, §§70901-52. None of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives) are manufactured in the United States. All manufacturing processes for the construction material occurred in the United States.

(4) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated

into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(c) Waiver Request.

- (1) When necessary, recipients may apply for a waiver from these requirements.
- (2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.
- (3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.
- (4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.
- (5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>.
- (6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-22-11.
- (7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—
 - i. The Federal Award Identification Number (FAIN);
 - ii. Location and description of the project;
 - iii. Total cost of infrastructure expenditures, including federal and non-federal funds;
 - iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;
 - v. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;
 - vi. Anticipated impact if no waiver is issued; and
 - vii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
- (8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(d) Waiver Evidence Submission.

(1) **Maintain** documentation of any use of materials which are considered de minimis and are covered by an [existing waiver](#) (e.g. miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2 CFR 200.334](#).

(2) If recipient seeks coverage under an existing [BABA waiver](#), recipient agrees to submit available evidence to the EPA project officer to support such a determination as identified in the BABA waiver. Recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2 CFR 200.334](#).

K. Environmental Review

In accordance with the requirements of the National Environmental Policy Act, EPA has issued a categorical exclusion for this project in accordance with provisions in [40 CFR Part 6](#). If EPA determines that a categorical exclusion is not appropriate for this project, Recipient agrees to submit information necessary to issue a Finding of No Significant Impact. If the scope of the project changes, Recipient understands that additional environmental review may be necessary.

The recipient will be required to notify EPA and the Washington State Historic Preservation Office of any inadvertent discoveries during construction. Our offices will coordinate and reach out to tribes so that we can assess potential impacts and develop a written plan of action.

L. Davis-Bacon

(a) Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements.

The recipient agrees to include in all procurement contracts and subawards to provide assistance for the construction, alteration, and repair of treatment works carried out in whole or in part with funds made available by the FY 2023 Consolidated Appropriations Act a term and condition requiring compliance with section 513 of the Federal Water Pollution Control Act, also known as the Clean Water Act (CWA), and section 1450(e) of the Safe Drinking Water Act (SDWA) (42 U.S.C. 300j-9(e)) and require that procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts in excess of \$2,000 for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall include in full in the contract clauses as attached hereto entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all subagreements to provide assistance under the authorities referenced herein, whether in the form of a subgrant, or any other vehicle to provide financing for a project.

If the recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the recipient must discuss the situation with EPA before authorizing work on that site.

(b) Obtaining Wage Determinations.

(1) Unless otherwise instructed by EPA on a project specific basis, the recipients shall use DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. Recipients must obtain proposed wage determinations for specific localities at [SAM.gov](#). If the recipient is a non-governmental entity, after the recipient obtains its proposed wage determination, it must submit the wage determination to [EPA_Grants_Info@epa.gov](#), for approval prior to inserting the wage determination into a solicitation, contract or before issuing task orders, work assignments, or similar instruments to existing contractors (ordering instruments) unless subsequently directed otherwise by EPA's Award Official.

Note: Recipients must discuss unique situations that may not be covered by the DOL General Wage Classifications with EPA. If, based on discussions with a recipient, EPA determines that DB applies to a unique situation (e.g., unusually extensive excavation) the Agency will advise the recipient which General Wage Classification to use based on the nature of the construction activity at the site.

(2) Recipients shall obtain the wage determination for the locality in which a Community Grants activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime

contract.

(i) While the solicitation remains open, the recipient shall monitor [SAM.gov](https://www.sam.gov) on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The recipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the recipient may request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the recipient.

(ii) If the recipient does not award the contract within 90 days of the closure of the solicitation, any modifications DOL makes to the wage determination contained in the solicitation shall be effective unless EPA, at the request of the recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The recipient shall monitor [SAM.gov](https://www.sam.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(iii) If the recipient carries out a Community Grants activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the recipient shall insert the appropriate DOL wage determination from [SAM.gov](https://www.sam.gov) into the ordering instrument.

(3) Recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(4) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

(c) Contract and Subcontract Provisions

(1) The recipient shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of treatment works, and construction projects that would be [eligible under the Drinking Water State Revolving Fund Program](#), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or Title VI of the CWA or Section 1452(a)(5) of the SDWA, the following labor standards provisions.

(i) Minimum wages.

(l) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the recipient obtained under the procedures specified in Item(b) Obtaining Wage Requirements, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(i)(IV) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work

actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(i)(II) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Recipients shall require that the contractor and subcontractors include the name of the recipient employee or official responsible for monitoring compliance with DB on the poster. Recipients may obtain wage determinations from <https://sam.gov/content/wage-determinations>.

(II)(A) The recipient, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(II)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the recipient to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division (WHD) at whd-cbaconformance_incoming@dol.gov. The WHD Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Award Official or will notify the Award Official within the 30-day period that additional time is necessary.

(II)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the Award Official, to the WHD Administrator for determination. The WHD Administrator, or an authorized representative, at whd-cbaconformance_incoming@dol.gov will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(II)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(i)(II)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

(ii) Withholding. The recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing

wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(iii) Payrolls and basic records.

(I) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(II)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the recipient for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the recipient.

(II)(B) Each payroll submitted to the recipient shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(II)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (1)(iii)(II)(B) of this section.

(II)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under paragraph (1)(iii)(I) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, recipient, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(iv) Apprentices and Trainees.

(I) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the WHD Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate

on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(v) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(vi) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(vii) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(viii) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(ix) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the recipient, borrower or subrecipient and EPA, the U.S. Department of Labor, or the employees or their representatives.

(x) Certification of eligibility.

(I) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(d) Contract Provisions for Contracts in Excess of \$100,000.

(1) Contract Work Hours and Safety Standards Act. The recipient shall insert the following clauses set forth in paragraphs (1) (i), (ii), (iii), and (iv) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item (c) Contract and Subcontract Provisions, above, or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1)(i) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1)(i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1)(i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (1)(ii) of this section.

(iv) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1)(i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1)(i) through (iv) of this section.

(2) In addition to the clauses contained in Item (c) Contract and Subcontract Provisions, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 CFR 5.1](#), the recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(e) Compliance Verification.

(1) The recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The recipient must use [Standard Form \(SF\) 1445](#) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(3) The recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations, the recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for

fringe benefit contributions.

(4) The recipient shall periodically review contractor and subcontractor use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(5) Recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/whd/america2.htm>.

M. Recipient Work Force

The recipient understands that the use of Recipient's work force to perform grant-funded construction is subject to provisions in [2 CFR Part 200](#). Recipient agrees that both the rates paid for direct labor and the types of and costs for fringe benefits for Recipient's work force performing grant-funded activities will be in accordance with normal rates and benefits applicable to similar work performed by Recipient's work force but funded entirely with Recipient's funds. Recipient agrees to maintain adequate file documentation to support both the basis for pay rates and benefits, and the total costs charged to the grant for work performed by Recipient's work force. Recipient also agrees to provide time sheets for each worker as back-up documentation when EPA payments are requested.

N. Operation and Maintenance

The recipient agrees to certify that it will properly operate and maintain all facilities partially funded by this grant for the useful life of the facilities as indicated below. These certifications will be submitted to EPA prior to final payment.

Useful Life Timeframes

- Land - Permanent
- Wastewater/Water Conveyance Structures: collection systems, pipes, interceptors, force mains, tunnels, distribution lines, etc. - 40 years
- Other Structures: plant buildings, concrete tankage, basins, lift stations and pump station structures, inlet structures, etc. - 30 years
- Wastewater and Drinking Water Process Equipment - 15 years
- Auxiliary Equipment - 10 years

END OF DOCUMENT

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

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

02-01-24

Page 1 of 2

To: Mayor Svendsen and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for January 2024

During the month of January, the Long Beach Police Department oversaw the following cases and calls:

Long Beach

369 Total Incidents

Aid Call Assists: 2

Alarms: 10

Animal Complaints: 6

Assaults: 1

Assists: 69

(Includes 16 PCSO Assists, 1 WSP Assist, and 1 FBI Assist Outside City Boundaries)

Burglaries: 3

Disturbance: 20

Drug Inv.: 1

Fire Call Assists: 1

Follow Up: 66

Found/Lost Property: 8

Harassment: 7

Malicious Mischief: 1

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 3

Prowler: 1

Runaway: 0

Security Checks: 70

Suspicious: 25

Thefts: 8

Traffic Accidents: 7

Traffic Complaints: 13

Traffic Tickets: 6

Traffic Warnings: 14

Trespass: 3

Warrant Contacts: 4

Welfare Checks: 20

Ilwaco

190 Total Incidents

Aid Call Assists: 4

Alarms: 2

Animal Complaints: 3

Assaults: 2

Assists: 17

Burglaries: 1

Disturbance: 18

Drug Inv.: 0

Fire Call Assists: 1

Follow Up: 31

Found/Lost Property: 2

Harassment: 6

Malicious Mischief: 1

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 0

Prowler: 1

Runaway: 0

Security Checks: 50

Suspicious: 12

Thefts: 6

Traffic Accidents: 1

Traffic Complaints: 4

Traffic Tickets: 0

Traffic Warnings: 9

Trespass: 5

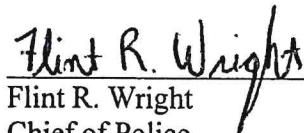
Warrant Contacts: 6

Welfare Checks: 8

On January 16th I attended the 911 Operations Board meeting.

Officer Miranda Estrada attended training in Pacific County January 18th-21st. The training was for being a field training officer. This enables Miranda to train new officers that we hire in the future.

I want to publicly thank Ariel Smith for all the hard work she did on the grant funding that we received, for the camera systems, from the federal government. I was just informed that the city has now received the final funding. The number of calls, forms, and hours on the phone that Ariel put in trying to satisfy the needs of the federal government required herculean effort. The department and I really appreciate all she did.



Flint R. Wright
Chief of Police

Table 8: SFY25 CWSRF and Centennial Funding for Wastewater Facility Construction Hardship

Rank	Application Number	Applicant	Hardship Level	CWSRF Standard Loan	CWSRF Loan Interest Rate	CWSRF FP Loan	Centennial Grant	OSG Grant
20	WQC-2025-LongBe-00014	Long Beach, city of	Moderate	\$607,500	0.8%	\$742,500	\$0	\$0
SCPPL	WQC-2021-Waterv-00168	Waterville, town of	Moderate	\$4,260,736	1.1%	\$3,739,264	\$0	\$0
SCPPL	WQC-2024-SequpW-00112	Sequim, city of - Public Works Department	Severe	\$14,726,274	1.6%	\$1,273,726	\$0	\$0

Table 9: SFY25 CWSRF and Centennial Funding for Wastewater and Stormwater Facility Preconstruction

Rank	Application Number	Applicant	Step	CWSRF Standard Loan	CWSRF FP Loan	Centennial Grant
9	WQC-2025-LibWSD-00137	Liberty Lake Sewer and Water District	1	\$185,000	\$0	\$0
16	WQC-2025-LaWSD-00141	Lakehaven Water and Sewer District	4	\$450,000	\$0	\$0
17	WQC-2025-AberPW-00173	Aberdeen, city of - Public Works	2	\$321,500	\$321,500	\$0
18	WQC-2025-CIChel-00051	Chelan, city of	4	\$311,500	\$311,500	\$0
20	WQC-2025-	Long Beach, city of	4	\$67,500	\$67,500	\$0