



City of Longview

1525 Broadway
Longview, WA 98632
www.ci.longview.wa.us

City Council

*Mayor MaryAlice Wallis
Mayor Pro Tem Michael Wallin
Council Member Ruth Kendall
Council Member Angie Wean
Council Member Spencer Boudreau
Council Member Hillary Strobel
Council Member Christopher Ortiz*

Thursday, June 9, 2022

6:00 PM

2nd Floor, City Hall

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a regular meeting in the Longview City Hall Council Chamber, 1525 Broadway, Longview, on Thursday, June 9th, at 6:00 p.m. The topics of discussion follow.

Zoom meeting link: <https://us02web.zoom.us/j/89755827318>

Telephone options (dial any of the following numbers):

**1-253-215-8782
1-346-248-7799
1-408-638-0968
1-669-900-6833
1-301-715-8592
1-312-626-6799
1-646-876-9923**

Webinar ID: 897 5582 7318

The City Hall is accessible for persons with disabilities. Special equipment to assist the hearing impaired is also available. Please contact the City Executive Offices at 360.442.5004 48 hours in advance if you require special accommodations to attend the meeting.

- 1. CALL TO ORDER**
- 2. INVOCATION*/FLAG SALUTE**
22-000363 MARK SCHMUTZ, NORTHLAKE CHURCH
- 3. ROLL CALL**

4. WORKSHOP

**22-000357 BICYCLE AND PEDESTRIAN MASTER PLAN WORKSHOP
(TIME ESTIMATE - 1 HOUR)**

**RECOMMENDED ACTION:
DIRECT STAFF TO PREPARE RESOLUTION TO ADOPT THE BICYCLE AND
PEDESTRIAN MASTER PLAN**

5. APPROVAL OF MINUTES

**22-000366 MAY 26, 2022 REGULAR MEETING MINUTES
JUNE 2, 2022 WORKSHOP MINUTES**

6. CHANGES TO THE AGENDA**7. PRESENTATIONS & AWARDS****8. CONSTITUENTS' COMMENTS (Thirty Minutes)****9. PUBLIC HEARINGS**

22-000354 2022 ANNUAL CDBG PROGRAM GRANT ALLOCATIONS

RECOMMENDED ACTION:

**1) HOLD A PUBLIC HEARING ON 2022 CDBG PROGRAM APPLICATIONS.
2) MOTION TO ALLOCATE FUNDS AS FOLLOWS:
\$210,732 TO ARCHIE ANDERSON PARK BUILDING
\$48,630 TO LONGVIEW SUPER SUMMERS
\$16,640 TO CLONEY PARK SKATEPARK AND BIKE PARK UPDATE PLAN
HIGHLANDS ADA SIDEWALK RAMP AND LIGHTING 'FLOAT LOAN' PROJECT: UP TO
\$200,000**

22-000355 2022 ANNUAL HOME PROGRAM GRANT ALLOCATIONS

RECOMMENDED ACTION:

**1) HOLD A PUBLIC HEARING ON 2022 HOME PROGRAM APPLICATIONS.
2) MOTION TO ALLOCATE FUNDS AS FOLLOWS:**

**\$80,000 TO COMMUNITY HOUSE ON BROADWAY FOR TENANT BASED RENTAL
ASSISTANCE, AND
DESIGNATE LOWER COLUMBIA COMMUNITY ACTION COUNCIL AS THE COMMUNITY
HOUSING DEVELOPMENT ORGANIZATION. DIRECT REMAINING \$142,104 IN
ENTITLEMENT FUNDS TO GO TO THE 2020 & 2021 HOSWWA SUNRISE VILLAGE
APARTMENTS PROJECT, NEW RENTAL CONSTRUCTION.**

22-000356 2022 ANNUAL DOCUMENT RECORDING FEE PROGRAM GRANT ALLOCATIONS

RECOMMENDED ACTION:

**1) HOLD A PUBLIC HEARING ON 2022 DOCUMENT RECORDING FEE APPLICATIONS.
2) MOTION TO ALLOCATE \$20,604 TO EMERGENCY SUPPORT SHELTER AND \$32,000
TO COMMUNITY HOUSE ON BROADWAY.**

**22-000359 PUBLIC HEARING – SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP)
2023- 2028 AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)**

RECOMMENDED ACTION:
CONDUCT THE PUBLIC HEARING

22-000360 RESOLUTION NO. 2410 - ADOPT 2023 - 2028 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2410

10. BOARD & COMMISSION RECOMMENDATIONS

11. ORDINANCES & RESOLUTIONS

22-000352 ORDINANCE NO. 3461 TO AMEND THE ZONING CODE FOR DOWNTOWN COMMERCE DISTRICT, D-C ZONE AND REPEAL ORDINANCE 3457, THE MORATORIUM ON CERTAIN LAND USE APPLICATIONS IN THE D-C ZONE.

RECOMMENDED ACTION:
MOTION TO ADOPT ORDINANCE NO. 3461 AMENDING THE PERMITTED USES IN THE D-C ZONE, ADDING A DEFINITION FOR RESTAURANTS, AND REPEALING THE MORATORIUM ON CERTAIN LAND USE APPLICATIONS ENACTED UNDER ORDINANCE 3457.

22-000390 RESOLUTION 2411: COMMEMORATING JUNE 19TH, THE ANNIVERSARY OF THE DATE WHEN THE LAST ENSLAVED AFRICAN AMERICANS WERE FREED

12. MAYOR'S REPORT

13. COUNCILMEMBERS' REPORTS

14. CONSENT CALENDAR

22-000364 APPROVAL OF CLAIMS

22-000361 PROJECT COMPLETION – 46TH AVENUE PUMP STATION REPLACEMENT

RECOMMENDED ACTION:
MOTION TO ACCEPT AS COMPLETE THE 46TH AVENUE PUMP STATION REPLACEMENT PROJECT

22-000362 CONSULTANT AGREEMENT WITH MACKAY & SPOSITO, INC. FOR ENGINEERING SERVICES FOR THE WASHINGTON WAY PAVEMENT REHABILITATION PROJECT

RECOMMENDED ACTION:
MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTANT AGREEMENT WITH MACKAY & SPOSITO, INC.

**22-000365 CONSULTANT AGREEMENT WITH GIBBS AND OLSON, INC FOR PRELIMINARY
DESIGN AND COST ESTIMATE FOR THE CLARK CREEK PUMP STATION EVALUATION
PROJECT**

RECOMMENDED ACTION:

**MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTANT
AGREEMENT WITH GIBBS AND OLSON, INC.**

15. CITY MANAGER'S REPORT

16. MISCELLANEOUS

17. EXECUTIVE SESSION

18. ADJOURNMENT

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.**

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, JUNE 23, 2022 - 6:00 P.M.

THURSDAY, JUNE 23, 2022 - 6:00 P.M.



City of Longview

Agenda Summary

BICYCLE AND PEDESTRIAN MASTER PLAN WORKSHOP (TIME ESTIMATE - 1 HOUR)

RECOMMENDED ACTION:

DIRECT STAFF TO PREPARE RESOLUTION TO ADOPT THE BICYCLE AND PEDESTRIAN MASTER PLAN

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation system

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The City Council should consider adopting the Bicycle and Pedestrian Master Plan as a tool for achieving the Complete Streets vision. The Master Plan provides a vision and implementation strategy for improving conditions for bicycling and walking in Longview, over time. The Master Plan was developed through a collaborative, public process. Many other cities and counties in Washington and across the United States have bicycle and pedestrian master plans.

A copy of the draft plan can be downloaded from the City's website:

<https://www.mylongview.com/659/Longview-Bicycle-and-Pedestrian-Master-P>

STAFF CONTACT:

Ken Hash, Public Works Director

Attachments:

1. Bike Ped Master Plan Staff Report

June 2, 2022

TO: City Council

FROM: Ken Hash, City Engineer

SUBJECT: Bicycle and Pedestrian Master Plan Overview and Recommendations

What is the Bicycle and Pedestrian Master Plan?

The Bicycle and Pedestrian Master Plan provides a vision and implementation strategy for improving conditions for bicycling and walking in Longview, over time. The Master Plan describes proposed City policy changes that can make Longview supportive of active transportation. It lists specific infrastructure projects to improve streets for walking and biking. The Master Plan also provides ideas for partnerships with community organizations and other public agencies to fostering a walking and biking culture to maximize the return on investment on infrastructure projects. The Master Plan is an implementation tool for achieving the City's Complete Streets vision.

How was the Bicycle and Pedestrian Master Plan developed?

The Master Plan was developed through a collaborative, public process. Beginning in early 2021, a team consisting of Complete Streets Advisory Committee members, other residents, volunteers, and City staff drafted the Plan from scratch. The team used other local agency master plans for inspiration and guidance on important components of a successful bicycle and pedestrian plan.

The team contributed their experiences walking and biking around Longview. Many contributors also called on memories and knowledge of other cities that have exceptional infrastructure for pedestrians and bicyclists. The draft Plan is a mosaic of the community's values and experiences and this lends to its strength. By developing this Master Plan with volunteer staff and resources, the City saved money and time over hiring an external consultant.

The Master Plan development process also included extensive public outreach. City staff developed and hosted a virtual, public open house from February through March 2022. Staff also hosted an in-person open house on March 10, 2022 and invited the public to learn more about the draft Master Plan and provide comments. City newsletters and websites included advertisements and information to notify residents about these efforts. Staff reached out to local agency partners, including WSDOT, CWCOC, CDID, and Cowlitz County to ask for their input on the plan.

The City received over 280 comments through the public outreach effort. Comments from the public and agency partners were noted and incorporated into the revised Master Plan. The following statistics summarize the public involvement from each of the outreach events.

- Online open house :
 - Online February through March 15, 2022
 - 16 commenters
 - 61 comments

- In-person open house:
 - 4 hour open house on March 10, 2022 attended by Staff and Complete Streets Advisory Committee members
 - 28 sign-ins
 - 168 comments
- Agency outreach
 - Four agencies contacted (WSDOT, CWCOCG, Cowlitz County, and CDID#1)
 - Three agencies commented
 - 57 comments total

What are the key concepts of the Bicycle and Pedestrian Master Plan?

The Bicycle and Pedestrian Master Plan relies on several key concepts that differentiate this effort from any previous efforts to improve conditions for walking and biking in Longview. These concepts challenge some of our historic assumptions about transportation:

1. **Update policies** – Chapter 3 of the Master Plan lays out a policy vision for the City. These goals, objectives, and action items provide a step-by-step guide for achieving the Complete Streets vision. Many of these action items recommend the City update policy to current, industry best practices. Changes to existing City policies, like the parking code, street design standards, etc., will be necessary to steer future development towards the vision of Complete Streets.
2. **Network connectivity** – The transportation system should be thought of as a continuous network that is similar to a chain; it is no stronger than its weakest link. Longview has a network for motor vehicles that allows people to drive safely and conveniently between all destinations. A similar network must be developed for people walking and bicycling to allow safe and convenient access to all destinations.

Chapter 4 includes a list of proposed improvements to the pedestrian and bicycle network. The proposed pedestrian improvements include filling sidewalk gaps and the City should continue its ADA ramp and pedestrian pushbutton upgrade program to remove barriers for people with disabilities. The proposed bicycle network improvements in Chapter 4 provides a dense, interconnected network of bikeways, shared streets, and trails that connect most destinations within Longview. These pedestrian and bicycle network improvements aim to strengthen the transportation network and provide safe, convenient transportation options.

The list of projects in Chapter 4 divides the network down into discrete, logical and manageable projects. Although this is helpful for budgeting and project management, the projects should always be viewed in their context as part of the larger network. As the City builds each project, we will be assembling, connecting, and strengthening the network. The utility of the network will continuously increase as it is improved.

3. **All ages and abilities design** – The utility of the pedestrian and bicycle networks will only be fully realized when they are designed for people of all ages and abilities. This means that anyone, from a toddler to a retiree, can walk or bike safely and conveniently. Designing

for such a wide swath of the population requires pedestrian network designers to design sidewalks, curb ramps, and pushbuttons to ADA accessibility standards. Bicycle network designers should minimize traffic stress by providing context-appropriate separation between motor vehicles and bicyclists. A guiding question for pedestrian and bicycle facility designers' should be: will this design will allow my daughter or my grandfather to walk or bike here safely? Chapter 6 of the Master Plan provides a variety of resources that designers can use to build accessible, low-stress, and intuitive facilities in Longview's pedestrian and bicycle network.

4. **Bikes are an everyday transportation option** – The Master Plan teaches that the bicycle is a useful tool for everyday travel by everyday people. Many people consider bicycles for their recreational or entertainment value, using them on the weekends for adventure or renting them when on vacation. Many of us may rely on motor vehicles to perform day-to-day travel because we feel it is the only option. Our options feel limited because many existing streets are optimized for easy travel by motor vehicle. When we ask ourselves each day: how am I going to get to my destination? We answer “by car” because it is what seems easiest and safest.

The Master Plan's proposed network of safe, convenient facilities designed for all ages and abilities, aims to provide people with another option. Longview is perfectly suited for active transportation because most public services are located on flat land within about 5 miles of most residents. The bicycle is a low-cost, energizing, fun, and simple form of transportation that is perfect for many trips. Whether going to the grocery store, grabbing lunch with a friend, or visiting the dentist, all residents and visitors to Longview should have the option to answer “how am I going to get to my destination?” with “by bike” or “by foot”.

5. **All trips have a beginning, middle, and end** – Consider a typical trip: you leave your house, travel along your favorite street, and arrive at your favorite restaurant. When you arrive at your destination, where do you park? If you're driving a car, your answer is probably in the parking lot. If you're riding a bike, there may not be a safe, convenient place to park. Chapter 5 of the Master Plan recommends that the City consider end of trip facilities for bicycles in policies and in practice.

Existing City policy requires off-street parking for motor vehicles. This policy creates a community in which anyone can drive between destinations and accurately assume there will be a place to park their car at the destination. The same cannot be said about bicycle parking. Many destinations do not have reliable, safe options for parking your bike. Chapter 5 recommends the City build out a network of bike parking by revising the parking code and by investing in bike racks at City facilities, along major corridors, and at large festivals and events.

6. **Education and outreach increase the return on investment** – A majority of the Master Plan is dedicated to describing ways in which the physical infrastructure can be improved to create safe, convenient facilities for people to walk and bicycle in Longview. Chapter 7 lays out ways the City can encourage people to use infrastructure by partnering with

community organizations and local agencies and to develop bicycling and walking programs. The goals of education and encouragement programs are to share walking and bicycling information, to increase knowledge, confidence, and acceptance of walking and bicycling, and to foster a culture of walking and bicycling as safe and convenient transportation. These programs improve the return on investment of City infrastructure projects by encouraging residents to know about and use new and improved facilities. In turn, higher use drives the desire for improvements and makes the facilities more useful for all ages and abilities to enjoy.

How will the City implement the Master Plan?

The City will implement the Master Plan over many years through policy changes and infrastructure improvements. The Master Plan can be implemented as ambitiously as the City wishes. At a minimum, recommended bicycle and walking projects should be implemented as funding becomes available for street improvement projects. For example, the City can upgrade ADA ramps and re-stripe buffered bikeways during a pavement overlay project. The City should also actively pursue a variety of pedestrian and bicycle grant opportunities to provide additional funding for building out the network. Chapter 8 provides a list of potential funding sources as well as a proposed implementation schedule. As the network is built, increasing usage by the public will encourage further improvements.

Why should Longview adopt a Bicycle and Pedestrian Master Plan?

The City should adopt the Bicycle and Pedestrian Master Plan as a tool for achieving the Complete Streets vision. When the City enacted Ordinance No. 3413 in 2019, it began working towards its vision of a community in which residents and visitors of all ages and abilities are able to travel safely and conveniently on the city's transportation network. This effort identified that many existing streets are not currently safe nor convenient for a majority of residents. This Master Plan lays out specific goals, actions, and projects to achieve this vision and build a transportation network for people of all ages and abilities.

Which other public agencies have bicycle and pedestrian master plans?

Many other cities and counties in Washington and across the United States have bicycle and pedestrian master plans. A master plan is a useful tool for public agencies to help advance active transportation, multi-modal street network, and a built environment designed for all ages and abilities. Typically, a Master Plan consists of recommended policy changes, recommended list of infrastructure projects, and an implementation plan. Here are several other examples of Bicycle and Pedestrian plans:

- Clark County, WA – Bicycle and Pedestrian Master Plan, 2010 - https://clark.wa.gov/sites/default/files/dept/files/community-planning/bike-pedestrian-advisory-committee/10-1110_BPMP-Plan-wo-Appendices_PC_approved.pdf
- City of Pasco, WA – Bicycle & Pedestrian Master Plan, 2011 - <https://www.pasco-wa.gov/DocumentCenter/View/61039/PLAN-2011-002-Resolution-3347-Bike-Ped>
- City of Olympia, WA – Transportation Master Plan, 2021 - https://cms7files.revize.com/olympia/Document_center/Services/Transportation/Plans,%20Studies%20and%20Data/Transportation%20Master%20Plan/Transportation-Master-Plan.pdf
- City of Bellevue, WA – Pedestrian & Bicycle Transportation Plan, 2009 - https://bellevuewa.gov/sites/default/files/media/pdf_document/ped-bike-plan-2009.pdf
- City of Bellingham, WA – Bicycle Master Plan, 2014 - <https://cob.org/services/planning/transportation-planning/bike-master-planning>

Where can the public access the draft Bicycle and Pedestrian Master Plan?

There is a printed copy available for public viewing in the Engineering office at City Hall. In addition, the public can download a PDF of the draft Master Plan from the City's website:

<https://www.mylongview.com/659/Longview-Bicycle-and-Pedestrian-Master-P>.

RECOMMENDATIONS

- Adopt the 2022 Bicycle and Pedestrian Master Plan by Resolution.

NEXT STEPS

- Support Staff in pursuit of grant requests
- Support Staff in implementation of policy change recommendations
- Fund annual maintenance and expansion of bicycle network
- Continue to fund annual sidewalk and ADA repair projects



City of Longview

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Minutes

City Council

*Mayor MaryAlice Wallis
Mayor Pro Tem Michael Wallin
Council Member Ruth Kendall
Council Member Angie Wean
Council Member Spencer Boudreau
Council Member Hillary Strobel
Council Member Christopher Ortiz*

Thursday, May 26, 2022

7:00 PM

2nd Floor, City Hall

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a regular meeting in the Longview City Hall Council Chamber, 1525 Broadway, Longview, on Thursday, May 26th at 7:00 p.m. The topics of discussion follow.

Zoom meeting link: <https://us02web.zoom.us/j/82696565896>

Telephone options (dial any of the following numbers):

**1-253-215-8782
1-346-248-7799
1-408-638-0968
1-669-900-6833
1-301-715-8592
1-312-626-6799
1-646-876-9923**

Webinar ID: 826 9656 5896

1. CALL TO ORDER

Mayor Wallis called the meeting to order at 7:00 p.m.

2. INVOCATION*/FLAG SALUTE

3. ROLL CALL

Present: Mayor Wallis, Mayor Pro Tem Wallin, Councilmember Kendall, Councilmember Wean, Councilmember Strobel, Councilmember Boudreau, Councilmember Ortiz

Absent: None

Staff Present: City Manager Kurt Sacha; City Attorney Jim McNamara; City Clerk Kaylee Cody; Public Works Director Ken Hash; Community and Economic Development Director Ann Rivers; Police Chief

Robert Huhta; Human Resources Director Chris Smith; Administrative Services Director Kris Swanson; Planning Manager Adam Trimble

4. **WORKSHOP**

5. **APPROVAL OF MINUTES**

**22-000348 MAY 12TH, 2022 REGULAR MEETING
MAY 12TH, 2022 SPECIAL MEETING**

On a motion duly made and passed, the reading of the minutes, copies of which had been submitted to the Mayor and members of the City Council, was waived and the minutes were approved as if read.

6. **CHANGES TO THE AGENDA**

7. **PRESENTATIONS & AWARDS**

**22-000340 PRESENTATION OF DEED TO PUD SQUIRREL BRIDGE FROM LONGVIEW
SANDBAGGERS**

The Longview Sandbaggers presented the deed for the PUD Squirrel Bridge.

**22-000341 ORDINANCE NO. 3460 - ACCEPTING THE GIFT OF PUD SQUIRREL BRIDGE FROM THE
LONGVIEW SANDBAGGERS**

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3460.

An individual, name unstated, provided public comment.

A motion was made by Councilmember Boudreau, seconded by Councilmember Ortiz, to adopt Ordinance No. 3460. The motion passed unanimously.

22-000344 NATIONAL POPPY DAY - MAY 27, 2022

**RECIPIENT: CHERYL REDING, SERGEANT AT ARMS AMERICAN LEGION AUXILIARY,
UNIT 155**

Mayor Wallis presented the proclamation.

8. **CONSTITUENTS' COMMENTS (Thirty Minutes)**

Larry Crosby of Longview provided public comment.

An individual, name unstated, provided public comment.

Eric Halvorson of Longview provided public comment.

Randy Knox of Longview provided public comment.

Derek Fine of Woodland provided public comment.

An individual, name unstated, provided public comment.

Crystal Moldenhauer of Longview provided public comment.

9. PUBLIC HEARINGS**10. BOARD & COMMISSION RECOMMENDATIONS****22-000343 PLANNING COMMISSION AND DOWNTOWN ADVISORY COMMITTEE
RECOMMENDATIONS: PROPOSED ZONING CODE AMENDMENTS FOR USES
ALLOWED IN THE DOWNTOWN COMMERCE DISTRICT.****RECOMMENDED ACTION:**

MOTION TO DIRECT THE CITY ATTORNEY TO PREPARE AN ORDINANCE FOR JUNE 9, 2022 TO ADOPT THE ZONING CODE AMENDMENTS PROPOSED BY THE PLANNING COMMISSION, AND PREPARE AN ORDINANCE TO REPEAL ORDINANCE NO. 3457 AND LIFT THE LAND-USE MORATORIUM UPON CERTAIN USES IN THE DOWNTOWN COMMERCE DISTRICT.

Planning Manager Adam Trimble presented.

Jason Still of Longview provided public comment.

An individual, of Kelso, name unstated, provided public comment.

Johnny Childers, city unstated, provided public comment.

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Strobel, to direct the City Attorney to prepare an ordinance for June 9, 2022 to adopt the zoning code amendments proposed by the Planning Commission, and prepare an ordinance to repeal Ordinance No. 3457 and lift the land-use moratorium upon certain uses in the downtown Commerce district. The motion passed unanimously.

11. ORDINANCES & RESOLUTIONS**12. MAYOR'S REPORT**

Mayor Wallis provided a verbal report.

13. COUNCILMEMBERS' REPORTS

Councilmember Ortiz provided a verbal report.

Councilmember Kendall provided a verbal report and volunteered to serve as representative on the committee proposed by the County related to the Alabama Street encampment. There was no objection.

Councilmember Boudreau provided a verbal report.

Councilmember Wean provided a verbal report.

Mayor Pro Tem Wallin provided a verbal report.

Councilmember Strobel provided a verbal report.

14. CONSENT CALENDAR

A motion was duly made and passed approving the items on the Consent Calendar as though acted on individually.

22-000345 APPROVAL OF CLAIMS

22-000342 BID REVIEW – 2022 ARCHIE ANDERSON PARK WATER MAIN REPLACEMENT PROJECT**RECOMMENDED ACTION:****MOTION TO ACCEPT THE LOW BID AND AWARD TO ADVANCED EXCAVATING SPECIALISTS, LLC, IN THE AMOUNT OF \$191,515.37****15. CITY MANAGER'S REPORT****22-000346 2022 LEGISLATIVE SESSION OVERVIEW****RECOMMENDED ACTION:****NO ACTION REQUIRED.***Josh Weiss and Annika Vaughn of Gordon Thomas Honeywell presented.***22-000347 2021 FINANCIAL REPORT****RECOMENDED ACTION:****NO ACTION REQUIRED.***City Manager Kurt Sacha presented.***16. MISCELLANEOUS****17. EXECUTIVE SESSION****18. ADJOURNMENT***The meeting was adjourned at 9:00 p.m.*

*Kaylee Cody
City Clerk*

*Approved: _____
Mayor*

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.**

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, JUNE 9TH, 2022 - 6:00 P.M.

THURSDAY, JUNE 23RD, 2022 6:00 P.M.

NEXT COUNCIL WORKSHOPS:

THURSDAY, JUNE 2ND, 2022 - 6:00 P.M. DOWNTOWN PARKING



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Minutes

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Thursday, June 2, 2022

6:00 PM

2nd Floor, City Hall

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a special meeting in the Longview City Hall Council Chamber, 1525 Broadway, Longview, on Thursday, June 2nd, at 6:00 p.m. The topics of discussion follow.

Zoom meeting link: <https://us02web.zoom.us/j/88230811648>

Telephone options (dial any of the following numbers):

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1-346-248-7799
1-408-638-0968
1-669-900-6833
1-301-715-8592
1-312-626-6799
1-646-876-9923**

Webinar ID: 882 3081 1648

1. CALL TO ORDER

Mayor Pro Tem Wallin called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Mayor Pro Tem Wallin, Councilmember Kendall, Councilmember Wean, Councilmember Strobel, Councilmember Boudreau, Councilmember Ortiz

Virtual: Mayor Wallis

Absent: None

Staff Present: City Manager Kurt Sacha; City Clerk Kaylee Cody; Community and Economic Development Director Ann Rivers; Planning Manager Adam Trimble; Police Chief Robert Huhta; Administrative Services Director Kris Swanson

3. WORKSHOP

22-000351 1) PRESENTATION: PARKING PROGRAM OPTIONS FOR DOWNTOWN LONGVIEW
Downtown Advisory Committee Members: Bill Hallanger, Ariel Large, Brad Whittaker (not present) & Staff: Adam Trimble, Ann Rivers, Mary Chennault. Council liaison Ruth Kendall.

2) CITY COUNCIL DISCUSSION

3) PUBLIC COMMENT AND Q&A INCLUDING PUBLIC WRITTEN QUESTIONS

4) CITY COUNCIL NEXT STEPS

Guests: Downtown Advisory Committee members Ariel Large, Bill Hallanger, & Karl Salzsieder.

Planning Manager Adam Trimble presented.

Jason Still of Longview provided public comment.

Tuy Vo of Longview provided public comment.

Michael O'Neill provided public comment.

Eric Halvorson of Longview provided public comment.

No final action taken. Council consensus was to remove the topic of discussion from the June 9th regular meeting agenda to allow for additional time to consider the recommendations presented by staff.

4. ADJOURNMENT

The meeting was adjourned at 8:00 p.m.

*Kaylee Cody
City Clerk*

*Approved: _____
Mayor*

**NEXT REGULAR COUNCIL MEETINGS:
THURSDAY, JUNE 9, 2022 - 6:00 P.M.
THURSDAY, JUNE 23, 2022 - 6:00 P.M.**

NEXT COUNCIL WORKSHOPS:

THURSDAY, JUNE 9, 2022 DURING REGULAR MEETING - BIKE PED MASTER PLAN



City of Longview

Agenda Summary

2022 ANNUAL CDBG PROGRAM GRANT ALLOCATIONS

RECOMMENDED ACTION:

1) HOLD A PUBLIC HEARING ON 2022 CDBG PROGRAM APPLICATIONS.

2) MOTION TO ALLOCATE FUNDS AS FOLLOWS:

\$210,732 TO ARCHIE ANDERSON PARK BUILDING

\$48,630 TO LONGVIEW SUPER SUMMERS

\$16,640 TO CLONEY PARK SKATEPARK AND BIKE PARK UPDATE PLAN

HIGHLANDS ADA SIDEWALK RAMP AND LIGHTING 'FLOAT LOAN' PROJECT: UP TO \$200,000

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Strengthen economic conditions & create new opportunities.

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

2022 CDBG project applications:

- **Main Entitlement \$210,732:** **Funding Requested: \$465,000**
 - 1. Community House on Broadway first floor remodel: \$215,000
 - 2. Archie Anderson Park Building, 2640 Square foot LPD satellite office: \$250,000
 - 3. Highlands ADA sidewalk ramp and lighting 'float loan' project: loan up to \$200,000
- **Public Services \$48,630:** **Funding Requested: \$20,000**
 - 1. Super Summers Provide increased access to recreational opportunities: \$20,000
- **Planning Funding \$16,210:** **Funding Requested: \$16,640**
 - 1. Cloney Park Skatepark and Bikepark Update Plan: \$16,640

Attached is a presentation for all three public hearings. The presentation goes into detail about each program and this year's applications. The applications can be reviewed online at: <https://mylongview.box.com/v/CDBG-HOME-DOCfees>

RECOMMENDED ACTION:

Hold a public hearing on 2022 CDBG Program applications.

2) Motion to allocate funds as follows:

2) Motion to allocate funds as follows:

\$210,732 to archie Anderson park building

\$48,630 to Longview super summers

\$16,640 TO Cloney Park skatepark and bike park update plan

Highlands ADA sidewalk ramp and lighting 'float loan' project: loan up to \$200,00

STAFF CONTACT:

Adam Trimble, Planning Manager

Attachments:

1. 2022 Application Summaries Longview-Keslo HOME CDBG Doc Fee programs
2. Longview HOME-CDBG-doc fee Project Allocation 2022 Presentations

City of Longview
2022 Longview Community Development Block Grant (CDBG) Program
2022 Kelso and Longview HOME Program
2022 Longview Document Recording Fee Program
Application Summaries

Community Development Block Grant
This program was created to develop viable urban communities by providing decent housing, create a suitable living environment, and expand economic opportunities for low- and moderate-income persons. Project activities must principally benefit **Longview** residents. Funded through the Federal Department of Housing and Urban Development (HUD).

- 2022 CDBG project applications:
- **Main Entitlement \$210,732:** **Funding Requested: \$465,000**
 - *Community House on Broadway first floor remodel: \$215,000*
 - *Longview Police Department 2640 Square foot satellite office: \$250,000*
 - **Public Services \$48,630:** **Funding Requested: \$20,000**
 - *Super Summers Provide increased access to recreational opportunities: \$20,000*
 - **Planning Funding \$16,210:** **Funding Requested: \$16,640**
 - *Cloney Park Skatepark and Bike park Update Plan: \$16,640*
- Projects are selected on a locally competitive basis. Projects must: *Principally benefit low- and moderate-income persons***

HOME Program for Affordable Housing
Longview & Kelso - This program provides funding to agencies, developers, and businesses to increase and maintain affordable housing in Longview and Kelso. Housing projects must target persons with incomes less than 80% of the Cowlitz County Median Income based on family size. Funded through the Federal Department of Housing and Urban Development (HUD).

- 2022 HOME projects:
- **Longview funding will be approximately \$222,104:** **Longview Funding Requested: \$80,000**
 - Community House on Broadway \$80,000: Homeless Recovery, Tenant Based Rental Assistance (TBRA) for at least 15-20 clients with supportive services for up to one year.
 - **Community Housing Development Organization (CHDO) Development & Operating Expenses: \$84,611**
 - Lower Columbia Community Action Council - operating costs and support for construction of affordable housing.
 - **Kelso funding will be approximately \$74,035:** **Funding Requested: 30,000**
 - Community House on Broadway \$30,000: Homeless Recovery, Tenant Based Rental Assistance (TBRA) for at least 10 clients with supportive services for up to one year.

Document Recording Fee
Funding Available: \$50,000 **Funding Requested: \$68,000**

- Community House on Broadway: \$50,000– Emergency shelter utility costs. Provide temporary shelter, food, clothing and comprehensive case management for those seeking to recover from homelessness.
- Emergency Support Shelter: \$18,000 – Domestic Violence Shelter Program support. Provide shelter and advocacy services to victims of domestic violence, sexual abuse and other crimes. This project supports operating costs for the shelter.

Kelso City Council HOME	Longview City Council HOME, CDBG &
Public Hearing/Project Selection	Document Recording Fee
June 7, 2022 at 6:00 pm	Public Hearing/Project Selection –
	June 9, 2022 at 6:00 PM

All 2022 applications online at: <https://mylongview.box.com/v/CDBG-HOME-DOCFees>
All project summaries will be available for public review one week prior to their public hearing. For more information, technical assistance and Project Design Forms Contact Adam Trimble, 360.442.5092, 7 AM – 6 PM, Monday through Thursday. E-mail: adam.trimble@ci.longview.wa.us
See the following link for more information: www.mylongview.com search ‘Home program’

2022 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING

CDBG PURPOSE

The development of viable urban communities, principally for low-moderate income persons, through:

- Decent housing
- Suitable living environment
- Expanded economic opportunity



NATIONAL OBJECTIVES

- Principally Serve Low- and Moderate-Income Persons
 - Direct Benefit or
 - Designated Low-Income Residential Neighborhood

ELIGIBLE ACTIVITIES

- Housing
- Community Facilities
- Public Facilities
- Infrastructure
- Economic Development

5 YEAR STRATEGIC PLAN

GENERAL ALLOCATION PRIORITIES

- Allocation of Funding among eligible activities is targeted in the following manner, based upon the data and council input. Page 1 of 4

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Affordable Housing Supply	2020	2024	Affordable Housing Homeless	Citywide - Longview Citywide - Kelso	Housing Homeless Housing	CDBG: \$165,651 HOME: \$1,055,122 HOME American Rescue Plan: \$795,767	Rental units constructed: 40 Household Housing Unit Homeowner Housing Added: 4 Household Housing Unit Tenant-based rental assistance / Rapid Rehousing: 20 Households Assisted

5 YEAR STRATEGIC PLAN

GENERAL ALLOCATION PRIORITIES

- Allocation of Funding among eligible activities is targeted in the following manner, based upon the data and council input. Page 2 of 4

Sort Order	Goal Name	Category	Needs Addressed	Funding	Goal Outcome Indicator
2	Preserve and Improve Existing Housing Supply	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	Housing Homeless Housing	CDBG: \$579,776 HOME: \$673,095 HOME American Rescue Plan: \$265,255	Rental units rehabilitated: 30 Household Housing Unit Homeowner Housing Rehabilitated: 20 Household Housing Unit

5 YEAR STRATEGIC PLAN

GENERAL ALLOCATION PRIORITIES

- Allocation of Funding among eligible activities is targeted in the following manner, based upon the data and council input. Page 3 of 4

Sort Order	Goal Name	Category	Needs Addressed	Funding	Goal Outcome Indicator
3	Services to Improve Housing and Economic Outcomes	Non-Housing Community Development	Housing Homeless Housing Community Development Special Needs	CDBG: \$248,475 HOME: \$90,958 HOME American Rescue Plan: \$265,255	Public service activities other than Low/Moderate Income Housing Benefit: 70 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 50 Households Assisted

5 YEAR STRATEGIC PLAN

GENERAL ALLOCATION PRIORITIES

- Allocation of Funding among eligible activities is targeted in the following manner, based upon the data and council input. Page 4 of 4

Sort Order	Goal Name	Category	Needs Addressed	Funding	Goal Outcome Indicator
4	Provide Public Facilities and Improvements	Non-Housing Community Development	Housing Homeless Housing Community Development Special Needs	CDBG: \$662,601	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2500 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 40 Households Assisted

2022 CDBG ALLOCATION SUMMARY

- 2022 Award \$324,204
- Project Allocations:
 - Main Entitlement \$222,104
 - Public Services \$48,630
 - Planning 5% from Administration \$16,210
 - Administration \$48,630

2022 REQUEST FOR PROPOSALS

- E-mails were sent to area organizations, interested persons
- Display ad requesting CDBG, HOME and Document Recording Fee proposals appeared in Daily News
- Applications and forms online:

<https://mylongview.box.com/v/CDBG-HOME-DOCFees>

2022 CDBG PROPOSALS PUBLIC REVIEW

- Legal notice was published May 29, 2022, in The Daily News.
- Link to all CDBG projects and invited the public to tonight's hearing.
- Projects designs were available for public review in the Community Development Dept. and on the City/CDBG Website.

2022 CDBG MAIN ENTITLEMENT

2022 CDBG project summaries

- **Main Entitlement \$210,732:** **Funding Requested: \$465,000**
 - Community House on Broadway first floor remodel: \$215,000
 - Longview Archie Anderson Park Building, 2,640 Square foot satellite office for police, parks and recreation and parole officers: \$250,000
 - City of Longview Highlands Neighborhood ADA ramp and street lighting project- 'Float Loan' up to \$200,000 for up to 4 intersections or up to 4 street lights or a combination.

STAFF RECOMMENDATION MAIN ENTITLEMENT

Staff Review: all projects are consistent with the consolidated plan and would directly benefit low- and moderate-income residents. Investment in a neighborhood facility like the satellite police station in the Highlands, a target neighborhood, is an eligible expense for CDBG funds. Likewise, investment in the Community House on Broadway transitional shelter building (first floor remodel) is an eligible public facility.

The request to approve an ADA sidewalk and street lighting project for a 'float loan' will give the City an option to loan CDBG funds that will not be spent quickly, to be used for sidewalk and lighting projects and then paid back with general fund and transportation benefit district receipts until the original project is ready.

Staff Recommendation:

- City of Longview Archie Anderson Park Building project: \$210,732. This project was funded the last two years and saw the cost increase by 73% to 1.3 million. CDBG can provide the additional funding to close the funding gap.
- City of Longview Highlands Neighborhood ADA sidewalk ramp and street lighting project 'float loan' up to \$200,000.

2022 CDBG PUBLIC SERVICES & ADMIN

- **Public Services Funding Available \$48,630 Funding Requested: \$20,000**
 - City of Longview Recreation Department, Longview Super Summers, increase access to youth services and recreational opportunities: \$20,000
 - Summer youth services provide economic opportunity for residents of the Highlands Neighborhood and Olympic West Neighborhood while school is out and childcare options are limited. A six-week program, 11:15 am-3:00 pm is offered.

STAFF RECOMMENDATION PUBLIC SERVICE & ADMIN

- **Staff Review:** Public Service funds are specifically directed toward new services and expansions of existing services. The current proposal meets this criteria. Longview Super summers will conduct the summer activities services for youth from low-income households from a location at Archie Anderson Park. This year, expansion of a nutrition program will contribute to healthy behaviors. As many as 81 youth will be served. Staff recommends fully funding the proposal by Super summers.

Staff Recommendation:

Provide \$48,630 in funds to Super Summers to offer a 9 week program with expanded hours to help working parents.

Alternate: fund \$20,000 to Longview Super summers & direct remaining funds to a 'main entitlement' project.

PLANNING PROJECTS

Planning/Admin Funding \$16,210 Funding Requested: \$16,640

- Cloney Park Skatepark and Bike park Update Plan: \$16,640
 - Cloney Skatepark is 18 years old and is showing significant need for a renovation. Over the years, the skatepark and BMX track withstand the Pacific Northwest weather, wear and tear from use, and unfortunately, vandalism. As the City's only wheeled sports area it sees heavy use. With a destination playground to be installed across the street, beginning the planning process to bring the wheeled sport area to a safe, modern, and desirable condition for families to visit is the first step to improving quality of place, increasing a sense of community, and showing a commitment to providing enhanced recreational opportunities.
- Staff Recommendation: Funding for the Cloney Park Skatepark and Bike park Update Plan: \$16,210

COUNCIL OPTIONS

- Fully fund project
- Additional funding to a project
 - Ask the agency if they can accept additional funding and which activities or accomplishments would be increased.
- Partially fund a project
 - Ask the agency if they will accept partial funding and which activities or accomplishments would be fully completed.
- Decline to fund a project

2022 CDBG PUBLIC HEARING

- **Hear from the community and citizens in the audience to support one or more of the projects**
- **Especially low/moderate income citizens**

STAFF RECOMMENDATION

Motion to designate funds as follows:

\$210,732 to Longview Police Department Satellite Location, \$48,630 to Longview Super summers, and \$16,640 to City of Longview Parks and Recreation, Cloney Park Skatepark and Bike park Update Plan.



HOME INVESTMENT PARTNERSHIP PROGRAM

LONGVIEW-KELSO HOME CONSORTIUM

2022 ALLOCATION PROCESS

HOME FUNDING

- Federal Entitlement Funding
- U. S. Dept. of Housing and Urban Development
- Formula Basis
- HUD grants directly to Consortiums through the HUD Seattle Regional Office



LONGVIEW-KELSO CONSORTIUM

- Comprised of the Longview and Kelso City Councils
 - City of Longview Lead Agency
- Assess housing needs
 - Current Consolidated plan: 2020-2024



LONGVIEW-KELSO HOME CONSORTIUM FUNDING 2022

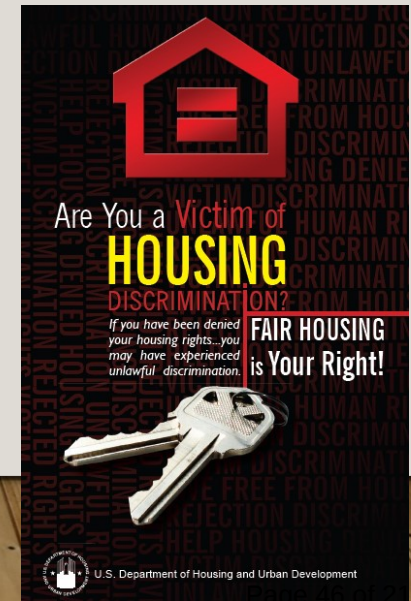
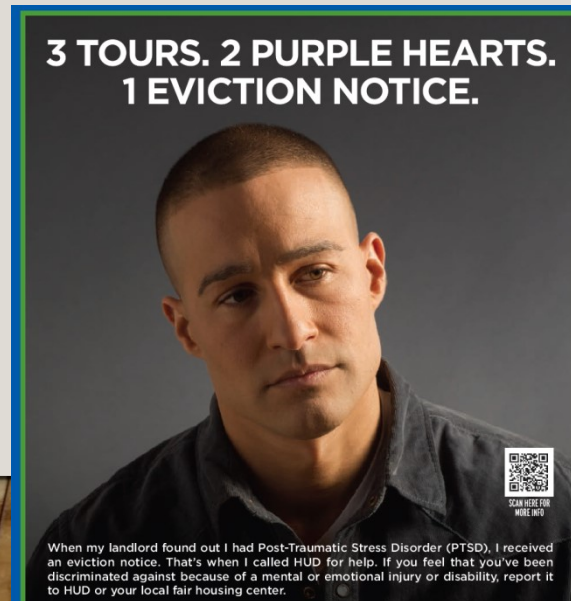
- \$423,056 Total HOME Entitlement Grant to Consortium
- 10% Administration (\$42,305.60)
- 20% Community Housing Development Organization (CHDO) Funding (\$84,611)
- 70% to Projects (\$296,139.20)

LONGVIEW-KELSO HOME CONSORTIUM FUNDING 2022 CONTINUED

- 70% to Projects
 - 25% Kelso Project Funding
 - \$74,035
 - 75% Longview Project Funding
 - \$222,104

FAIR HOUSING REQUIREMENTS

- Fair Housing- Posters, referrals and trainings for the community.
- HOME program Website
<https://www.mylongview.com/190/HOME-Program>



2022 HOME PROJECT APPLICATIONS

-
- **Funding Available: \$222,104 Funding Requested: \$80,000**
 - Community House on Broadway \$80,000: Homeless Recovery, Tenant Based Rental Assistance (TBRA) for 15-20 clients.

Staff Review: Community House on Broadway has successfully run a TBRA program for 5 years and served 71 clients with rent support and or security deposits to get housed. The project meets a Consolidated Plan goal to serve at least 20 households in a 5 year period.

2022 COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

- **Community Housing Development Organization (CHDO)**
Construction & Operating Expenses: \$84,611
- Lower Columbia Community Action Council – Construction of affordable housing (TBD) and support for operating.
- Staff Review: HUD mandates funds be provided to CHDO's for operating costs and affordable housing construction. Typically, several years of CHDO funds are combined to construct new rental housing- this is the first year towards a new project.
 - In order to qualify for designation as a CHDO, the organization must meet certain requirements pertaining to their legal status, organizational structure, and capacity and experience.

2022 HOME PROJECTS STAFF RECOMMENDATIONS

Staff Recommendations:

- Community House on Broadway \$80,000 (for 15-20 clients)
- Lower Columbia Community Action Council \$84,611 (as the designated Community Housing Development Organization).
- Direct unrequested HOME entitlement funds (\$142,104) to the 2020 & 2021 Housing Opportunities of Southwest Washington project *Sunrise Village Apartments*, which will construct 40 units of affordable housing. The project has received \$150,000 in 2020 and \$150,000 in 2021.

COUNCIL FUNDING OPTIONS

- Fully fund project
- Additional funding to a project
 - Ask the agency if they can accept additional funding and which activities or accomplishments would be increased.
- Partially fund a project
 - Ask the agency if they will accept partial funding and which activities or accomplishments would be fully completed.
- Decline to fund a project
- Direct Staff to contact existing projects about accepting additional funding (Unallocated 2022 funds)

PUBLIC HEARING

2022 ANNUAL ACTION PLAN

- **Hear from the community and citizens in the audience to support one or more of the projects**
- **Especially low/moderate income citizens**
- **Hold a Hearing and comment period for HOME projects.**

STAFF RECOMMENDATIONS

MOTION TO ALLOCATE FUNDS AS FOLLOWS:

\$80,000 to Community House on Broadway for TBRA, and designate LCCAC as the CHDO. Direct remaining \$142,104 in entitlement funds to go to the 2020 & 2021 HOSWWA Sunrise Village Apartments project, new rental construction.

LONGVIEW DOCUMENT RECORDING FEE PROGRAM 2022 ALLOCATION PROCESS

PROGRAM OVERVIEW

- HOUSING AFFORDABILITY FOR EXTREMELY LOW AND VERY LOW-INCOME PERSONS IS A SERIOUS PROBLEM IN WASHINGTON STATE
- LOCAL FUNDS TO ADDRESS THIS PROBLEM WERE INADEQUATE TO MEET THE NEED.
- LEGISLATURE AUTHORIZED COLLECTION OF RECORDING FEES TO END HOMELESSNESS

2022 DRF ALLOCATION

- Cowlitz County Formula allocated document recording fees to local jurisdictions.
- City of Longview \$ **52,604**



DOCUMENT RECORDING FEE APPLICATIONS

Funding Available: \$52,604

Funding Requested: \$68,000

- Community House on Broadway: \$50,000– Emergency shelter utility costs. Provide temporary shelter, food, clothing and comprehensive case management for those seeking to recover from homelessness.
- Emergency Support Shelter \$18,000 – Domestic Violence Shelter Program support. Provide shelter and advocacy services to victims of domestic violence, sexual abuse and other crimes. This project supports operating costs for the shelter.

PUBLIC HEARING

- **Hear from the community and citizens in the audience to support one or more of the projects**
- **Especially low/moderate income citizens**
- **Hold a hearing and comment period for Document Recording Fee projects.**

STAFF RECOMMENDATION

Funding Available: \$52,604

Funding Requested: \$68,000

Motion to allocate funds as follows:

\$20,604 to Emergency Support Shelter and
\$32,000 to Community House on Broadway for
Emergency shelter utility costs.



City of Longview

Agenda Summary

2022 ANNUAL HOME PROGRAM GRANT ALLOCATIONS

RECOMMENDED ACTION:

- 1) **HOLD A PUBLIC HEARING ON 2022 HOME PROGRAM APPLICATIONS.**
- 2) **MOTION TO ALLOCATE FUNDS AS FOLLOWS:**

\$80,000 TO COMMUNITY HOUSE ON BROADWAY FOR TENANT BASED RENTAL ASSISTANCE, AND DESIGNATE LOWER COLUMBIA COMMUNITY ACTION COUNCIL AS THE COMMUNITY HOUSING DEVELOPMENT ORGANIZATION. DIRECT REMAINING \$142,104 IN ENTITLEMENT FUNDS TO GO TO THE 2020 & 2021 HOSWWA SUNRISE VILLAGE APARTMENTS PROJECT, NEW RENTAL CONSTRUCTION.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Strengthen economic conditions & create new opportunities

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

HOME Program for Affordable Housing

Longview & Kelso - This program provides funding to agencies, developers, and businesses to increase and maintain affordable housing in Longview and Kelso. Housing projects must target persons with incomes less than 80% of the Cowlitz County Median Income based on family size. Funded through the Federal Department of Housing and Urban Development (HUD).

2022 HOME projects:

- **Longview funding will be approximately \$222,104: Longview Funding Requested: \$80,000**
 - Community House on Broadway \$80,000: Homeless Recovery, Tenant Based Rental Assistance (TBRA) for at least 15-20 clients with supportive services for up to one year.
- **Community Housing Development Organization (CHDO) Development & Operating Expenses: \$84,611**
 - Lower Columbia Community Action Council - operating costs and support for construction of affordable housing.
- **Staff Recommendation: Direct remaining \$142,104 in entitlement funds to the 2020 & 2021 HOSWWA Sunrise Village apartments project** at 38th and Pennsylvania St.- A 40-unit multifamily complex with community building for elderly, and homeless families with children.

Attached is a presentation for all three public hearings. The presentation goes into detail about each program and this year's applications. The applications can be reviewed online at: <https://mylongview.box.com/v/CDBG-HOME-DOCFees>

RECOMMENDED ACTION:

Hold a public hearing on 2022 Home Program Applications.

STAFF RECOMMENDATION:

Motion to allocate \$80,000 to Community House On Broadway for tenant based rental assistance, and designate Lower Columbia Community Action Council as the Community Housing Development Organization. Direct remaining \$142,104 in entitlement funds to go to the 2020 & 2021 HOSWWA Sunrise Village Apartments project, new rental construction.

STAFF CONTACT:

Adam Trimble, Planning Manager

Attachments: None



City of Longview

Agenda Summary

2022 ANNUAL DOCUMENT RECORDING FEE PROGRAM GRANT ALLOCATIONS

RECOMMENDED ACTION:

- 1) HOLD A PUBLIC HEARING ON 2022 DOCUMENT RECORDING FEE APPLICATIONS.
- 2) MOTION TO ALLOCATE \$20,604 TO EMERGENCY SUPPORT SHELTER AND \$32,000 TO COMMUNITY HOUSE ON BROADWAY.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Strengthen economic conditions & create new opportunities

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

2022 Document Recording Fee project summaries

Funding Available: \$52,604 Funding Requested: \$68,000

1) Community House on Broadway: \$50,000– Emergency shelter utility costs. Provide temporary shelter, food, clothing and comprehensive case management for those seeking to recover from homelessness.

2) Emergency Support Shelter \$18,000 – Domestic Violence Shelter Program support. Provide shelter and advocacy services to victims of domestic violence, sexual abuse and other crimes. This project supports operating costs for the shelter.

Attached is a presentation for all three public hearings. The presentation goes into detail about each program and this year's applications. The applications can be reviewed online at: <https://mylongview.box.com/v/CDBG-HOME-DOCFees>

RECOMMENDED ACTION:

- 1) Hold a public hearing on 2022 Document Recording Fee Applications.
- 2) Motion to allocate funds as follows:
\$20,604 to Emergency Support Shelter and \$32,000 to Community House on Broadway.

STAFF CONTACT:

Adam Trimble, Planning Manager

Attachments: None



City of Longview

Agenda Summary

PUBLIC HEARING – SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) 2023- 2028 AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)

RECOMMENDED ACTION:

CONDUCT THE PUBLIC HEARING

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation systems

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

Each year, as required by state law, the City updates and adopts a Six-Year Transportation Improvement Program (TIP). The TIP is a priority listing of federally funded or proposed transportation-related projects within the City. The TIP identifies the year and the funding sources for the various projects, as well as other basic information on the projects. In order to receive federal or state transportation funding, a project must appear on the City's adopted TIP. However, the TIP may be amended by the City Council at any time to add or delete projects or change funding sources and amount, following a public hearing on the proposed amendment.

Additionally, federal law requires transit agencies receiving Federal Transit Administration (FTA) funding to prepare a Program of Projects (POP) identifying the projects to be funded with FTA funding, and to conduct a public hearing and outreach process prior to adopting the POP. The TIP includes FTA funded projects and meets the requirements of the POP.

STAFF CONTACT:

Ken Hash, Public Works Director

Attachments:

1. Exhibit A.2023-2028 Six Year TIP.POP

CITY OF LONGVIEW
SIX YEAR TRANSPORTATION IMPROVEMENT PLAN
TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2023 TO 2028

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EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2023 TO 2028

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only	
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds
									Federal Funding											
									Federal Fund Code	Federal Cost by Phase										
00	6	COACH MIDLIFE OVERHAULS CTA 20-4 from: to: TOTAL PROJECT \$324,000	23	S		ALL	01/01/23	5307	259			65	324	324				CE	No	
00	7	TRANSIT OPERATING ASSISTANCE CTA 20-5 from: to: TOTAL PROJECT \$4,500,000	23	S		ALL	01/01/23	5307	593			593	1186	1186				CE	No	
00	8	TRANSIT OPERATING ASSISTANCE CTA 21-1 from: to: TOTAL PROJECT \$4,500,000	23	S		ALL	01/01/23	5307	1657			597	2254	2254				CE	No	
00	9	ONE TRANSIT COACH CTA 21-2 from: to: Diesel change to Hybrid TOTAL PROJECT \$712,000	23	S		ALL	01/01/23	5307	416			296	712	712				CE	No	
00	10	COACH MIDLIFE OVERHAULS CTA 21-3 from: to: TOTAL PROJECT \$324,000	23	S		ALL	01/01/23	5307	259			65	324	324				CE	No	

CITY OF LONGVIEW
SIX YEAR TRANSPORTATION IMPROVEMENT PLAN
TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2023 TO 2028

Page 64 of 211

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2023 TO 2028

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only	
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds
									Federal Funding		State Fund Code	State Funds			Local Funds	Total Funds				
									Federal Fund Code	Federal Cost by Phase							1st	2nd		
3	16	DOWNTOWN RECT. RAPID FLASHING BEACONS Wash Way @ 16th, 17th, 18th; Olympia @16th; Broadway @ 8th & 11th from: to: Upgrade crosswalks with flashing beacons, curb ext., signs & striping TOTAL PROJECT \$1,236,400	21	S	.10	CN	09/01/23	HSIP	1046				1046	1046				CE	No	
Totals							1046				1046	1046								
4	17	BEECH ST. & 30TH AVE. BUFFERED BIKE LANES from: Oregon Way to: Washington Way Design & construct bike lanes TOTAL PROJECT \$283,000	28	S	1.2	PE CN	01/01/23 09/01/23	TA TA	21 224			3 35	24 259	24 259				CE	No	
Totals							245			38	283	283								
3	18	WASHINGTON WAY from: 16th Avenue to: Industrial Way Grind & Overly, Panal Repl, Signal Upgrade, ADA Ramps & Channelization TOTAL PROJECT \$4,794,000	4	S	1.9	C G O P S T W	CN	03/01/23	STP	4219				4219	4219				CE	No
Totals							4219				4219	4219								
3	19	TENNANT WAY CORRIDOR TRAFFIC SIGNAL IMPV. from: 9th Ave. to: 14th Ave. Traffic Signal Improvements @ Five Intersections TOTAL PROJECT \$1,195,580	21	S	0.35	PE CN	01/01/23 10/01/24	STBGP STBGP	225 810			35 126	260 936	260		936			CE	No
Totals							1035			35	1196	260	936							
00	20	TRANSIT OPERATING ASSISTANCE CTA 23-1 from: to: TOTAL PROJECT \$4,700,000	23	S		ALL	01/01/23	5307	1300			1300	2600	2600				CE	No	
Totals							1300			1300	2600	2600								

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2023 TO 2028

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars							Expenditures Schedule				Federally Funded Projects Only			
							Project Phase	Phase Start	Fund Source Information				State Fund Code					State Funds	Local Funds	Total Funds	Envir Type
									Federal Funding		State Fund Code	State Funds		Local Funds	Total Funds						
									Federal Fund Code	Federal Cost by Phase											
4	21	DOWNTOWN RECT. RAPID FLASHING BEACONS 7th @ Broadway & Florida; Kessler @ Hemlock from: to: Upgrade crosswalks with flashing beacons, curb ext., signs & striping TOTAL PROJECT \$1,040,100	21	P	.10		PE CN	06/01/23 09/01/24	HSIP HSIP	119 909			12	131 909	131		909			CE	No
							Totals		1028		12		1040	131	909						
4	22	DOWNTOWN CROSSWALK UPGRADES Commerce @ Vandercook; 11th @ Delaware & Maple; 8th @ Hudson 18th @ Olympia & Maple; 19th @ Olympia from: to: Upgrade low-risk crosswalks TOTAL PROJECT \$133,600	21	P	.10		PE CN	06/01/23 09/01/24	HSIP HSIP	10 123			1	11 123	11		123			CE	No
							Totals		133		1		134	11	123						
6	23	COLUMBIA HEIGHTS ROAD Fisher's Lane to Cascade Drive from: Fishers Lane to: Cascade Drive Reconstruct roadway adding drainage, sidewalk, bike lane & guard rail TOTAL PROJECT \$7,100,000	4	P	1	C G O P S T W	PE CN	01/01/23 06/01/23					100 1500	100 7000	100 7000				CE	No	
							Totals				1600		7100	7100							
7	24	COMMERCE AVENUE Hemlock St. to Florida Street from: Hemlock St. to: Florida Street Reconst sidewalk, crosswalk, adding streetscape incl stmwtr retrofit TOTAL PROJECT \$1,250,000	4	P	.67	C G O P S T W	PE CN	01/01/23 06/01/23					100 1150	100 1150	100 1150				CE	No	
							Totals				100		1250	1250							
7	25	7TH AVE. & DOUGLAS ROUNDABOUT Intersection from: to: Construct roundabout including sidewalks & bike lanes TOTAL PROJECT \$1,000,000	4	P	.30	C G O P S T W	PE CN	01/01/23 06/01/23					100 150	100 900	100 900				CE	No	
							Totals				250		1000	1000							

CITY OF LONGVIEW
SIX YEAR TRANSPORTATION IMPROVEMENT PLAN
TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2023 TO 2028

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EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2023 TO 2028

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only	
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds
									Federal Funding		State Fund Code	State Funds			Local Funds	Total Funds				
									Federal Fund Code	Federal Cost by Phase										
4	31	NICHOLS BLVD. CORRIDOR Oregon Way to Maple Street from: to: RRFB's, ADA upgds, traffic signal upgds, & curb extensions TOTAL PROJECT \$715,000	21	P	1.5		PE CN	05/01/23 03/01/24	STP(S) STP(S)	75 632			8 0	83 632	70	13 632			CE	No
							Totals		707		8		715	70	645					
4	32	20TH AVE. CORRIDOR Arkansas St. to Nichols Blvd. from: Arkansas St. to: Nichols Blvd. ADA upgds, speed bars & radar speed signs TOTAL PROJECT \$491,000	21	P	0.6		PE CN	05/01/23 03/01/24	STP(S) STP(S)	51 434			6 0	57 434	57		434		CE	No
							Totals		485		6		491	57	434					
3	33	INDUSTRIAL WAY/OREGON WAY INTERSECTION from: Industrial Way to: Oregon Way Construct elevated signalized intersection, realign rail line TOTAL PROJECT \$98,420,000	01	P	.10	C G O P S T W	CN	01/01/24	BUILD INFRA	40000			96650	136650		136650			EIS	Yes
							Totals		40000		96650		136650	136650						
00	34	TRANSIT OPERATING ASSISTANCE CTA 24-1 from: to: TOTAL PROJECT \$4,700,000	23	P			ALL	01/01/24	5307	1300			1300	2600		2600			CE	No
							Totals		1300		1300		2600	2600						
00	35	TRANSIT OPERATING ASSISTANCE CTA 25-1 from: to: TOTAL PROJECT \$4,700,000	23	P			ALL	01/01/25	5307	825			825	1650			1650		CE	No
							Totals		825		825		1650	1650						

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2023 TO 2028

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars							Expenditures Schedule				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information				State Fund Code					State Funds	Local Funds	Total Funds
									Federal Funding		State Fund Code	State Funds		Local Funds	Total Funds					
									Federal Fund Code	Federal Cost by Phase										
00	36	ONE TRANSIT COACH CTA 25-2 from: to: Diesel change to Hybrid TOTAL PROJECT \$820,000	23	P		ALL	01/01/25	5307	656			164	820			600		CE	No	
							Totals		656			164	820			600				
00	37	TRANSIT OPERATING ASSISTANCE CTA 26-1 from: to: TOTAL PROJECT \$4,700,000	23	P		ALL	01/01/26	5307	825			825	1650				1650	CE	No	
							Totals		825			825	1650			1650				
00	38	ONE TRANSIT COACH CTA 26-2 from: to: Diesel changed to Hybrid TOTAL PROJECT \$820,000	23	P		ALL	01/01/26	5307	656			164	820				820	CE	No	
							Totals		656			164	820			820				
00	39	TRANSIT OPERATING ASSISTANCE CTA 27-1 from: to: TOTAL PROJECT \$2,600,000	23	P		ALL	07/01/27	5307	1300			1300	2600				2600	CE	No	
							Totals		1300			1300	2600			2600				
00	40	ONE TRANSIT COACH CTA 27-2 from: to: Diesel changed to Hybrid TOTAL PROJECT \$900,000	23	P		ALL	07/01/27	5307	720			180	900				900	CE	No	
							Totals		720			180	900			900				

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2023 TO 2028

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only	
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds
									Federal Funding		State Fund Code	State Funds			Local Funds	Total Funds				
									Federal Fund Code	Federal Cost by Phase										
00	41	TRANSIT OPERATING ASSISTANCE CTA 28-1 from: to: TOTAL PROJECT \$2,600,000	23	P			ALL	07/01/28	5307	1300			1300	2600				2600	CE	No
							Totals								1300	1300	2600	2600		
00	42	ONE TRANSIT COACH CTA 28-2 from: to: Diesel changed to Hybrid TOTAL PROJECT \$900,000	23	P			ALL	07/01/28	5307	720			180	900				900	CE	No
							Totals								720	180	900	900		



City of Longview

Agenda Summary

RESOLUTION NO. 2410 - ADOPT 2023 - 2028 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2410

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve transportation systems

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

Each year, as required by state law, the City updates and adopts a Six-Year Transportation Improvement Program (TIP). The TIP is a priority listing of federally funded or proposed transportation-related projects within the City. The TIP identifies the year and the funding sources for the various projects, as well as other basic information on the projects. In order to receive federal or state transportation funding, a project must appear on the City's adopted TIP. However, the TIP may be amended by the City Council at any time to add or delete projects or change funding sources and amount, following a public hearing on the proposed amendment.

Additionally, federal law requires transit agencies receiving Federal Transit Administration (FTA) funding to prepare a Program of Projects (POP) identifying the projects to be funded with FTA funding, and to conduct a public hearing and outreach process prior to adopting the POP. The TIP includes FTA funded projects and meets the requirements of the POP.

Resolution No. 2410 will adopt the 2023 – 2028 Six-Year Transportation Improvement Plan and the RiverCities Transit Program of Projects.

STAFF CONTACT:

Ken Hash, Public Works Director

Attachments:

1. Res 2410, 2023-2028 TIP and POP
2. Exhibit A.2023-2028 Six Year TIP.POP

RESOLUTION NO. 2410

A RESOLUTION ADOPTING A REVISED AND EXTENDED SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) (2023-2028) AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS, FOR THE CITY OF LONGVIEW, WASHINGTON.

WHEREAS, pursuant to the requirements of RCW 35.77.010, the City of Longview did, on August 22, 1968, adopt a Comprehensive Street Improvement Program, now known as the Transportation Improvement Program (TIP), for the ensuing six years; and

WHEREAS, pursuant to the further requirements of said statute, it is necessary that said City prepare and adopt a revised and extended six year Transportation Improvement Program (TIP) during the current year; and

WHEREAS, pursuant to said requirements said City has now prepared a revised and extended Transportation Improvement Program (TIP) for the next ensuing six years (2023 - 2028) and said plan was presented to the City Council of said City on June 9, 2022; and

WHEREAS, federal law requires the City of Longview to annually adopt a Program of Projects identifying projects to be funded with Federal Transit Administration (FTA) funds; and

WHEREAS, the 2023 – 2028 Transportation Improvement Plan includes transit projects utilizing FTA funds and will be the RiverCities Transit Program of Projects; and

WHEREAS, the City Council of said City held the required public hearing thereon at 7:00 p.m. at the City Hall in Longview, Washington on the 9th day of June, 2022; and

WHEREAS, no unresolved written or oral objections to the revised Transportation Improvement Program (TIP) and the Program of Projects have been received by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview that:

Section 1: The revised and extended Transportation Improvement Program (TIP) for the Federal Highway Administration, Transportation Improvement Board, Federal Transit Administration, Motor Vehicle Fuel Excise Tax, and other federal and state funded transportation projects as prepared by the City Engineer for said City and submitted to the City Council of said City, a copy of which is hereto attached and marked Exhibit "A", is hereby adopted as the Official Transportation Improvement Program (TIP) for said City for the next ensuing six years through December 31, 2028, subject to review, extension and revision on or before July 1, 2023, and annually thereafter, all as required by RCW 35.77.010.

Section 2: A copy of said Transportation Improvement Program (TIP), as shown on said Exhibit "A", together with a copy of this Resolution, shall be filed with the Secretary of Transportation of the State of Washington not more than thirty (30) days after its adoption.

Section 3: The RiverCities Transit Program of Projects, as identified in the Transportation Improvement Program, is hereby adopted.

PASSED by the City Council of the City of Longview in regular session and approved by the Mayor this 9th day of June, 2022.

M A Y O R

ATTEST:

City Clerk

CITY OF LONGVIEW
SIX YEAR TRANSPORTATION IMPROVEMENT PLAN
TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2023 TO 2028

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CITY OF LONGVIEW
SIX YEAR TRANSPORTATION IMPROVEMENT PLAN
TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT)
FROM 2023 TO 2028

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EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2023 TO 2028

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only	
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds
									Federal Funding											
									Federal Fund Code	Federal Cost by Phase	1st	2nd			3rd	4th thru 6th				
00	11	FOUR LOW-FLOOR HYBRID REPLACEMENT BUSES 21-4 from: to: Diesel change to Hybrid TOTAL PROJECT \$2,848,000	23	S			ALL	01/01/23	5339	1560			1288	2848	2848				CE	No
							Totals								1560	1288	2848	2848		
00	12	TRANSIT OPERATING ASSISTANCE CTA 22-1 from: to: TOTAL PROJECT \$4,700,000	23	S			ALL	01/01/23	5307	1895			825	2720	2720				CE	No
							Totals								1895	825	2720	2720		
00	13	ONE TRANSIT COACH CTA 22-2 from: to: Diesel changed to Hybrid TOTAL PROJECT \$712,000	23	S			ALL	01/01/23	5307	480			232	712	712				CE	No
							Totals								480	232	712	712		
5	14	46TH AVE, SR 4 TO OLYMPIA WAY from: OBH Hwy (SR 4) to: Olympia Way Reconstruct 46th to incl curb, gutter sidewalks & bike lanes TOTAL PROJECT \$4,874,445	04	S	0.35	C G O P S T W	CN	02/01/23	STPUS	696	TIB	2848	935	4479	4479				CE	No
							Totals								696	2848	4479	4479		
4	15	DOWNTOWN TRAFFIC SIGNAL UPGRADES 7th, 11th, 12th, Commerce & 14th from: to: Replace signal heads, revise signal timing & replace pedestrian signal equipment TOTAL PROJECT \$769,100	21	S	.10		CN	09/01/23	HSIP	677				677	677				CE	No
							Totals								677	677	677			

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2023 TO 2028

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only	
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds
									Federal Funding		State Fund Code	State Funds			Local Funds	Total Funds				
									Federal Fund Code	Federal Cost by Phase										
3	16	DOWNTOWN RECT. RAPID FLASHING BEACONS Wash Way @ 16th, 17th, 18th; Olympia @16th; Broadway @ 8th & 11th from: to: Upgrade crosswalks with flashing beacons, curb ext., signs & striping TOTAL PROJECT \$1,236,400	21	S	.10	CN	09/01/23	HSIP	1046				1046	1046				CE	No	
Totals							1046				1046		1046							
4	17	BEECH ST. & 30TH AVE. BUFFERED BIKE LANES from: Oregon Way to: Washington Way Design & construct bike lanes TOTAL PROJECT \$283,000	28	S	1.2	PE CN	01/01/23 09/01/23	TA TA	21 224			3 35	24 259	24 259				CE	No	
Totals							245				38		283		283					
3	18	WASHINGTON WAY from: 16th Avenue to: Industrial Way Grind & Overly, Panal Repl, Signal Upgrade, ADA Ramps & Channelization TOTAL PROJECT \$4,794,000	4	S	1.9	C G O P S T W	CN	03/01/23	STP	4219				4219	4219				CE	No
Totals							4219				4219		4219							
3	19	TENNANT WAY CORRIDOR TRAFFIC SIGNAL IMPV. from: 9th Ave. to: 14th Ave. Traffic Signal Improvements @ Five Intersections TOTAL PROJECT \$1,195,580	21	S	0.35	PE CN	01/01/23 10/01/24	STBGP STBGP	225 810			35 126	260 936	260		936			CE	No
Totals							1035				35		1196		260		936			
00	20	TRANSIT OPERATING ASSISTANCE CTA 23-1 from: to: TOTAL PROJECT \$4,700,000	23	S			ALL	01/01/23	5307	1300			1300	2600	2600				CE	No
Totals							1300				1300		2600		2600					

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2023 TO 2028

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars							Expenditures Schedule				Federally Funded Projects Only			
							Project Phase	Phase Start	Fund Source Information				State Fund Code					State Funds	Local Funds	Total Funds	Envir Type
									Federal Funding		State Fund Code	State Funds		Local Funds	Total Funds						
									Federal Fund Code	Federal Cost by Phase											
4	21	DOWNTOWN RECT. RAPID FLASHING BEACONS 7th @ Broadway & Florida; Kessler @ Hemlock from: to: Upgrade crosswalks with flashing beacons, curb ext., signs & striping TOTAL PROJECT \$1,040,100	21	P	.10		PE CN	06/01/23 09/01/24	HSIP HSIP	119 909			12	131 909	131		909			CE	No
							Totals		1028		12		1040	131	909						
4	22	DOWNTOWN CROSSWALK UPGRADES Commerce @ Vandercook; 11th @ Delaware & Maple; 8th @ Hudson 18th @ Olympia & Maple; 19th @ Olympia from: to: Upgrade low-risk crosswalks TOTAL PROJECT \$133,600	21	P	.10		PE CN	06/01/23 09/01/24	HSIP HSIP	10 123			1	11 123	11		123			CE	No
							Totals		133		1		134	11	123						
6	23	COLUMBIA HEIGHTS ROAD Fisher's Lane to Cascade Drive from: Fishers Lane to: Cascade Drive Reconstruct roadway adding drainage, sidewalk, bike lane & guard rail TOTAL PROJECT \$7,100,000	4	P	1	C G O P S T W	PE CN	01/01/23 06/01/23					100 1500	100 7000	100 7000				CE	No	
							Totals				1600		7100	7100							
7	24	COMMERCE AVENUE Hemlock St. to Florida Street from: Hemlock St. to: Florida Street Reconst sidewalk, crosswalk, adding streetscape incl stmwtr retrofit TOTAL PROJECT \$1,250,000	4	P	.67	C G O P S T W	PE CN	01/01/23 06/01/23					100 1150	100 1150	100 1150				CE	No	
							Totals				100		1250	1250							
7	25	7TH AVE. & DOUGLAS ROUNDABOUT Intersection from: to: Construct roundabout including sidewalks & bike lanes TOTAL PROJECT \$1,000,000	4	P	.30	C G O P S T W	PE CN	01/01/23 06/01/23					100 150	100 900	100 900				CE	No	
							Totals				250		1000	1000							

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2023 TO 2028

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds	Envir Type
									Federal Funding		State Fund Code	State Funds			Local Funds	Total Funds					
									Federal Fund Code	Federal Cost by Phase											
6	26	14TH AVENUE Alabama St. to Beech Street from: Alabama St. to: Beech St. Construct street including drainage, sidewalks & bike lanes TOTAL PROJECT \$1,000,000	1	P	.93	C G O P S T W	PE CN	01/01/23 06/01/23	STPUS	750			100 150	100 900	100 900				CE	No	
Totals												250	1000	1000							
4	27	NICHOLS @ MAPLE CROSSING IMPROVEMENTS Nichols @ Maple from: to: Upgrade higher-risk crosswalks TOTAL PROJECT \$350,000	21	P	.10			PE CN	01/01/23 09/01/23			PED/BIKE PED/BIKE	31 284	4 31	35 315	35 315				CE	No
Totals												315	35	350	350						
4	28	KESSLER @ HEMLOCK CROSSING IMPROVEMENTS Kessler @ Hemlock from: to: Upgrade higher-risk crosswalks TOTAL PROJECT \$175,000	21	P	.10			PE CN	01/01/23 09/01/23			PED/BIKE PED/BIKE	15 142	2 16	17 158	17 158				CE	No
Totals												157	18	175	175						
4	29	7TH AVE @ FLORIDA CROSSING IMPROVEMENTS 7th Ave. @ Florida from: to: Upgrade higher-risk crosswalks TOTAL PROJECT \$175,000	21	P	.10			PE CN	01/01/23 09/01/23			PED/BIKE PED/BIKE	16 141	2 16	18 157	18 157				CE	No
Totals												157	18	175	175						
3	30	OCEAN BEACH HIGHWAY CORRIDOR Washington Way to Patriot Rail Crossing from: to: Sign'g, strip'g, med. curb, access mgmt, bike lanes, speed limit reduction TOTAL PROJECT \$2,877,000	21	P	2.5			PE CN	05/01/23 03/01/24	STP(S) STP(S)	299 2545			33 2545	332 2545	150 2545	182 2545			CE	No
Totals												2844	33	2877	150	2727					

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2023 TO 2028

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only	
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds
									Federal Funding		State Fund Code	State Funds			Local Funds	Total Funds				
									Federal Fund Code	Federal Cost by Phase										
4	31	NICHOLS BLVD. CORRIDOR Oregon Way to Maple Street from: to: RRFB's, ADA upgds, traffic signal upgds, & curb extensions TOTAL PROJECT \$715,000	21	P	1.5		PE CN	05/01/23 03/01/24	STP(S) STP(S)	75 632			8 0	83 632	70	13 632			CE	No
							Totals		707		8		715		70		645			
4	32	20TH AVE. CORRIDOR Arkansas St. to Nichols Blvd. from: Arkansas St. to: Nichols Blvd. ADA upgds, speed bars & radar speed signs TOTAL PROJECT \$491,000	21	P	0.6		PE CN	05/01/23 03/01/24	STP(S) STP(S)	51 434			6 0	57 434	57		434		CE	No
							Totals		485		6		491		57		434			
3	33	INDUSTRIAL WAY/OREGON WAY INTERSECTION from: Industrial Way to: Oregon Way Construct elevated signalized intersection, realign rail line TOTAL PROJECT \$98,420,000	01	P	.10	C G O P S T W	CN	01/01/24	BUILD INFRA	40000			96650	136650		136650			EIS	Yes
							Totals		40000		96650		136650		136650					
00	34	TRANSIT OPERATING ASSISTANCE CTA 24-1 from: to: TOTAL PROJECT \$4,700,000	23	P			ALL	01/01/24	5307	1300			1300	2600		2600			CE	No
							Totals		1300		1300		2600		2600					
00	35	TRANSIT OPERATING ASSISTANCE CTA 25-1 from: to: TOTAL PROJECT \$4,700,000	23	P			ALL	01/01/25	5307	825			825	1650			1650		CE	No
							Totals		825		825		1650		1650					

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2023 TO 2028

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars							Expenditures Schedule				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information				State Fund Code					State Funds	Local Funds	Total Funds
									Federal Funding		State Fund Code	State Funds		Local Funds	Total Funds					
									Federal Fund Code	Federal Cost by Phase										
00	36	ONE TRANSIT COACH CTA 25-2 from: to: Diesel change to Hybrid TOTAL PROJECT \$820,000	23	P		ALL	01/01/25	5307	656			164	820			600		CE	No	
							Totals		656			164	820			600				
00	37	TRANSIT OPERATING ASSISTANCE CTA 26-1 from: to: TOTAL PROJECT \$4,700,000	23	P		ALL	01/01/26	5307	825			825	1650				1650	CE	No	
							Totals		825			825	1650			1650				
00	38	ONE TRANSIT COACH CTA 26-2 from: to: Diesel changed to Hybrid TOTAL PROJECT \$820,000	23	P		ALL	01/01/26	5307	656			164	820				820	CE	No	
							Totals		656			164	820			820				
00	39	TRANSIT OPERATING ASSISTANCE CTA 27-1 from: to: TOTAL PROJECT \$2,600,000	23	P		ALL	07/01/27	5307	1300			1300	2600				2600	CE	No	
							Totals		1300			1300	2600			2600				
00	40	ONE TRANSIT COACH CTA 27-2 from: to: Diesel changed to Hybrid TOTAL PROJECT \$900,000	23	P		ALL	07/01/27	5307	720			180	900				900	CE	No	
							Totals		720			180	900			900				

EXHIBIT A

CITY OF LONGVIEW SIX YEAR TRANSPORTATION IMPROVEMENT PLAN TRANSIT PROGRAM OF PROJECTS (RIVERCITIES TRANSIT) FROM 2023 TO 2028

Functional Class	Priority Number	Project Identification	Improvement Type	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditures Schedule				Federally Funded Projects Only	
							Project Phase	Phase Start	Fund Source Information				State Fund Code	State Funds					Local Funds	Total Funds
									Federal Funding		State Fund Code	State Funds			Local Funds	Total Funds				
									Federal Fund Code	Federal Cost by Phase										
00	41	TRANSIT OPERATING ASSISTANCE CTA 28-1 from: to: TOTAL PROJECT \$2,600,000	23	P			ALL	07/01/28	5307	1300			1300	2600				2600	CE	No
							Totals								1300	1300	2600	2600		
00	42	ONE TRANSIT COACH CTA 28-2 from: to: Diesel changed to Hybrid TOTAL PROJECT \$900,000	23	P			ALL	07/01/28	5307	720			180	900				900	CE	No
							Totals								720	180	900	900		



City of Longview

Agenda Summary

ORDINANCE NO. 3461 TO AMEND THE ZONING CODE FOR DOWNTOWN COMMERCE DISTRICT, D-C ZONE AND REPEAL ORDINANCE 3457, THE MORATORIUM ON CERTAIN LAND USE APPLICATIONS IN THE D-C ZONE.

RECOMMENDED ACTION:

MOTION TO ADOPT ORDINANCE NO. 3461 AMENDING THE PERMITTED USES IN THE D-C ZONE, ADDING A DEFINITION FOR RESTAURANTS, AND REPEALING THE MORATORIUM ON CERTAIN LAND USE APPLICATIONS ENACTED UNDER ORDINANCE 3457.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Preserve and enhance neighborhoods
Address quality of place issues
Strengthen economic conditions & create new opportunities

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

At the May 26, 2022 regular meeting the City Council considered a recommendation from the Planning Commission and Downtown Advisory Committee to adopt proposed zoning code amendments for LMC 19.44.020, uses permitted in the Downtown Commerce District, D-C zone. The City Council directed the City Attorney to prepare an ordinance to both adopt the zoning code amendments and lift the moratorium on certain uses in the Downtown Commerce District. The attached ordinance accomplishes this by repealing ordinance 3457 which enacted the moratorium and adopts the zoning code amendments.

RECOMMENDED ACTION:

Motion to adopt Ordinance 3461.

STAFF CONTACT:

Adam Trimble, Planning Manager

Attachments:

1. Ord 3461 D-C Zoning Changes

ORDINANCE NO. 3461

**AN ORDINANCE OF THE CITY OF LONGVIEW, WASHINGTON
AMENDING CHAPTER 19.44 OF THE LONGVIEW MUNICIPAL CODE
REGARDING COMMERCIAL ZONING DISTRICTS; ADOPTING A NEW
SECTION LMC 19.09.522 DEFINING RESTAURANTS; AND
REPEALING ORDINANCE 3457**

WHEREAS, on January 13, 2022 the City of Longview City Council, via Ordinance 3457, adopted a moratorium on the acceptance of applications for certain uses in the Downtown-Commercial (D-C) zone in order to allow the City to consider the appropriate mix of uses in this zone; and

WHEREAS at the May 11, 2022 special meeting, the Planning Commission held a public hearing on proposed zoning code amendments for LMC 19.44.020, uses permitted in the Downtown Commerce District, D-C zone. Staff recommended that a new definition for restaurants be incorporated;

WHEREAS, after hearing from the public, the Planning Commission, voted to recommend the City Council adopt zoning code amendments as recommended by staff, with the exception of gambling and cardrooms which had been proposed to be allowed as a special property use only on 12th or 14th Avenues;

WHEREAS, the proposed amendments were shared with the Downtown Advisory Committee in April 2022 and at the May 17, 2022 regular meeting, and a motion to recommend the City Council adopt the zoning code amendments as recommended by the Planning Commission received unanimous approval; and

WHEREAS, an Environmental Checklist for the proposed zoning code revisions was reviewed pursuant to the State Environmental Policy Act and a determination of non-significance was issued on April 27, 2022. The comment period for the SEPA checklist ended May 11, 2022; and

WHEREAS, with the adoption of these changes, it is appropriate to repeal Ordinance 3457, thus ending the existing moratorium coincident with the effective date of this present ordinance.

NOW THEREFORE, the City Council of the City of Longview do ordain as follows:

Section 1 That Chapter 19.44.020 of the Longview Municipal Code shall be, and is hereby amended to read as follows; provided, manifest and numbering errors shall be corrected prior to publication:

19.44.020 Uses.

Table 19.44.020-1 includes uses that are permitted (“P”) or allowed through a special property use permit (“SPU”). If a field is blank, or the use is not listed, the use is not allowed in that particular zone.

Table 19.44.020-1. Permitted uses in commercial zones.

Use						
Retail Sales and Service	D-C	CBD	RC¹	NC²	GC	O/C
Sales oriented: stores selling, leasing, or renting consumer, home and business goods	P	P	P	P	P	P ¹⁰
Personal service oriented: financial, insurance, real estate, professional outlets and offices, and beauty/barber shops	P	P	P	P	P	P
Health care providers ³	P	P	P	P	P	P
Repair oriented: repair of TVs, bicycles, clocks, watches, shoes, guns, appliances and office equipment; photo or laundry drop-off; quick printing; tailor; locksmith; and upholsterer	P	P		P	P	P
Stand-alone liquor store		P ⁸	P		P	
Recreational marijuana retail outlets per LMC 19.44.100		P	P		P	P
Eating and Drinking Establishments	D-C	CBD	RC¹	NC²	GC	O/C
Restaurant	P	P	P	P	P	P
Restaurant, with incidental consumption of alcoholic beverages	P	P ⁸	P	SPU	P	P
Bars, taverns, and nightclubs	P	P ⁸	P		P	
Restaurant, with drive-through facility	SPU <u>P</u>	P	P		P	P
Restaurant, with seating in the public right-of-way	P	P		P	P	P
Walk-up food establishment with no indoor seating	SPU <u>P</u>	P		SPU	P	SPU
Brewpub	P	P	P ⁹		P	P
Lodging, temporary stay	D-C	CBD	RC¹	NC²	GC	O/C
Hotels, motels and lodges	P	P			P	P
Recreational vehicle (RV) parks per Chapters 19.65 and 19.90 LMC					P	
Bed and breakfast inns	P ⁴			P		
Vehicle sales, renting, service, and storage	D-C	CBD	RC¹	NC²	GC	O/C
Vehicle repair and service of consumer motor vehicles, including motorcycles, all-terrain vehicles and light and medium trucks		P			P	P

Use						
Automobile, light and medium truck dealers		P			P	P ¹⁰
Bus, heavy truck, RV, travel trailer or other large vehicle dealers						
Bicycle, motorcycle, all-terrain vehicle dealers	P ⁵	P	P		P	
Boat or marine craft dealer					P	P
Vehicle storage, outdoor					P	
Vehicle washing					P	P
Vehicle renting and leasing		P			P	P
Vehicle fueling station		P	P ¹¹	P ¹²	P	P ¹⁰
Amusement/Cultural	D-C	CBD	RC¹	NC²	GC	O/C
Indoor continuous entertainment activities such as bowling alleys, skating rinks, game arcades and pool halls	P	P	P		P	
Outdoor continuous entertainment activities such as miniature golf and skateboard facilities	<u>P</u>				P	
Theaters, indoor	P	P	P		P	
Drive-in theaters, stadiums and arenas					P	
Museums, botanical and zoological gardens, public plazas, performing and cultural arts studios	P	P			P	
Athletic, health and racket clubs	P	P	P	P	P	P
Circuses, carnivals, or amusement rides		SPU			SPU	
Membership clubs such as fraternal organizations	P ^{6, 14}	P			P	
Gambling casinos, card rooms, bingo parlors, pari-mutuel betting parlors, and video arcades		SPU ⁸				
Residential	D-C	CBD	RC¹	NC²	GC	O/C
Residential dwellings above the first story of commercial buildings	P	P		P	P	P
Mixed-use multifamily residential/commercial developments per LMC 19.46.015	<u>P¹⁴</u>				P	
Congregate care, assisted living and continuing care facilities and nursing homes for elderly individuals; including accessory services to the above uses	SPU				SPU	SPU
Existing residences without any increase in density			P			
Permanent supportive housing	P	P	P	P	P	P
Transitional housing	P	P	P	P	P	P
Emergency shelters per LMC 19.44.110	P	P			P	P
Emergency housing per LMC 19.44.110	P	P			P	P
Residential care facilities per Chapter 19.17 LMC	P	P	P	P	P	P
Education	D-C	CBD	RC¹	NC²	GC	O/C
Schools that meet state requirements for elementary,	SPU					

Use						
secondary or higher education, public or private						
Vocational or technical institutions and colleges	SPU	P			P	P
Dance, music or art schools or studios; athletic, sports-training or martial arts facilities or schools	SPU	P		SPU	P	P
Driving school	SPU	P			P	P
Miscellaneous	D-C	CBD	RC¹	NC²	GC	O/C
Day care facilities for the care of more than 12 children	SPU	P		P	P	P
Commercial off-street parking lots and garages	SPU	P			P	P
Temporary uses per Chapter 19.41 LMC	P	P	P	P	P	P
Sidewalk businesses in accordance with LMC 12.30.090 through 12.30.140	P	P		P	P	P
Funeral parlors		P			P	P
Basic utility facilities, non-building structures ¹³	SPU	SPU	SPU	SPU	P	SPU
Self-service storage (mini warehouses)					P	SPU
Convention centers	SPU	P	P		P	P
Bus terminals and stations, transportation and transit facilities	SPU	P	P	P	P	P
Drive-in and drive-through facilities associated with an allowed use	SPU	P	P		P	P
Telecommunications structures and equipment, subject to the provisions of Chapter 16.75 LMC		P	P	P	P	P
Small animal clinics or veterinary hospitals	P ⁷	P ⁷			P ⁷	P ⁷
Pet grooming	P	P	P	P	P	P
Boat marinas						P
Microbrewery/microwinery/craft distillery		SPU			P	
Religious assembly and institutions, community centers	P ⁶	P			P	P
Public safety facility		P	SPU		SPU	P

1. See LMC 19.44.050 for further clarification on what is a permitted use within the regional commercial district.

2. See LMC 19.44.040 for further clarification on what is a permitted use within the neighborhood commercial district.

3. Providers of ambulance services need a special property use permit.

4. Bed and breakfast inns must be located above the first floor in the D-C district.

5. No outdoor display of motorized vehicles is allowed.

6. In the D-C district any property use intended to primarily provide meeting areas for secular and nonsecular uses without an ongoing active ground floor use is prohibited. An "active ground floor use" means a retail, business, or entertainment use where persons come and go on a constant and frequent basis.

7. The medical care and services administered to animals shall occur only within the confines of the principal building located on the premises.

8. These uses are not allowed within 700 feet of the centerline of the west end of the city street named Mark Morris Court.

9. Brewpubs are permitted outright only in conjunction with LMC 19.44.050(4), sit-down restaurants with a minimum enclosed floor area of 5,000 square feet.

10. These uses are only allowed in the O/C district if they are located west of 12th Avenue, except Assessor's Parcel Number 08749 is allowed to have these uses also.

11. Per LMC 19.44.050.

12. Per LMC 19.44.040.

13. City water, sewer, and drainage pump stations are permitted outright in all commercial districts and are not subject to setback requirements of this chapter.

14. In the D-C zone, these uses may only be located on lots with frontage on 12th and 14th Avenues.

(Ord. 3450 § 7, 2021; Ord. 3442 § 4, 2021; Ord. 3425 § 2, 2020; Ord. 3421 § 2, 2020; Ord. 3395 § 3, 2019; Ord. 3362 § 2, 2017; Ord. 3358 § 1, 2017; Ord. 3297 § 7, 2015; Ord. 3268 § 3, 2014; Ord. 3262 § 2, 2014; Ord. 3202 § 14, 2012).

Section 2 That a new section, 19.09.522 Restaurants, of the Longview Municipal Code shall be, and is hereby adopted to read as follows; provided, manifest and numbering errors shall be corrected prior to publication:

19.09.522: Restaurant.

"Restaurant means a business where food and beverages are sold to the public on demand from a menu during stated business hours and may include incidental delivery or pickup service."

Section 3. That ordinance 3457, imposing an emergency moratorium on the acceptance of certain applications for certain uses in the D-C zone, is hereby repealed.

Section 4. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance and the same shall remain in full force and effect. The City of Longview hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. That the City of Longview City Clerk is hereby ordered and directed to cause this Ordinance to be published.

Section 6. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 7. This Ordinance shall be in full force and effect from and after thirty (30) days from the date of its passage and publication as provided by law.

Passed by the City Council this ____ day of _____, 2022.

Approved by the Mayor this ____ day of _____, 2022.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

James McNamara
City Attorney

Published: _____



City of Longview

Agenda Summary

RESOLUTION 2411: COMMEMORATING JUNE 19TH, THE ANNIVERSARY OF THE DATE WHEN THE LAST ENSLAVED AFRICAN AMERICANS WERE FREED

Attachments:

1. Resolution 2411

Resolution No. 2411

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON COMMEMORATING JUNE 19, THE ANNIVERSARY OF THE DATE WHEN THE LAST ENSLAVED AFRICAN AMERICANS WERE FREED.

WHEREAS, news of the end of slavery did not reach African Americans in some Confederate areas until months after the conclusion of the Civil War and more than 2- 1/ 2 years after President Abraham Lincoln issued the Emancipation Proclamation; and

WHEREAS, Juneteenth, or June 19, 1865, is considered the date when the last enslaved African Americans in America were freed, when Union Army Major General Gordon Granger rode into Galveston, Texas, and announced, "The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free; and

WHEREAS, Juneteenth is the oldest known celebration commemorating the abolition of slavery in the United States, and is now celebrated in 46 states and the District of Columbia; and

WHEREAS, this commemoration provides an opportunity to celebrate freedom and liberty, and will serve as a reminder of our collective history and our responsibility to never stop fighting toward equality.

.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

Section 1. June 19, shall be recognized in the City of Longview as an annual celebration of emancipation of African Americans, and encourage continued learning and understanding of its impact on community members.

PASSED by the City Council of Longview, Washington, and approved by
its Mayor this _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk



City of Longview

Agenda Summary

APPROVAL OF CLAIMS

Based upon the authentication and certification of claims and demands against the city, prepared and signed by the City's auditing officer, and in full reliance thereon, it is moved and seconded as shown in the minutes of this meeting that the following vouchers/warrants are approved for payment:

SECOND HALF MAY 2022 ACCOUNTS PAYABLE: \$3,225,314.25

SECOND HALF MAY 2022 PAYROLL:

\$350,811.22, checks no. 1292-1310

\$880,650.96, direct deposits

\$853,630.32, wire transfers

\$2,085,092.50 Total

STAFF CONTACT:

Kaylee Cody, City Clerk

John Baldwin, Accountant

Dana Beck, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

PROJECT COMPLETION – 46TH AVENUE PUMP STATION REPLACEMENT

RECOMMENDED ACTION:

MOTION TO ACCEPT AS COMPLETE THE 46TH AVENUE PUMP STATION REPLACEMENT PROJECT

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Provide sustainable water quality & environmental infrastructure

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

The 46TH Avenue Pump Station Replacement project has been completed in accordance with the plans and specifications under Contract No. 21-1936-S entered into between the City of Longview and the Nutter Corporation. The City Council must accept the project as complete before final contract closeout can be accomplished.

STAFF CONTACT:

Will Hoskins, Project Engineer

Attachments: None



City of Longview

Agenda Summary

CONSULTANT AGREEMENT WITH MACKAY & SPOSITO, INC. FOR ENGINEERING SERVICES FOR THE WASHINGTON WAY PAVEMENT REHABILITATION PROJECT

RECOMMENDED ACTION:

MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTANT AGREEMENT WITH MACKAY & SPOSITO, INC.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve streets and roads, Improve transportation systems

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

In 2012, the City conducted a City Wide Pavement Management Analysis to determine the City's needs to maintain 36 miles of major roadways (arterials and collectors) and 101.7 miles of residential roadways. Washington Way was identified as one of the major roadways in need of rehabilitation. The City pursued grant funding through the 2021 National Highway System (NHS) Asset Management Program and was awarded a \$4.8 million grant to rehabilitate the corridor, specifically the 1.6 mile portion between 34th Ave and Larch St (Civic Circle).

During project scoping, the corridor was identified as a prime candidate for installation of complete streets elements, per Longview Municipal Code Chapter 12.70 and the draft Bicycle and Pedestrian Master Plan. These elements include upgraded ADA ramps, pedestrian pushbuttons, and the installation of all ages and abilities bicycle infrastructure. The addition of complete streets elements yielded the need to include public outreach into the scope of the engineering services contract.

Staff solicited consultant services for the preliminary engineering portion of the project beginning in January 2022. Four engineering firms submitted proposals for the scope of work advertised. The City selection committee selected MacKay & Sposito, Inc. as the most qualified firm. Staff negotiated with MacKay & Sposito, Inc. to detail the scope of work and finalize the contract amount. The scope of the consultant contract consists of preparing preliminary engineering design, traffic analysis, and public outreach assistance. The design phase is anticipated to last through the end of 2022 with "shovel-ready" plans, specifications, and estimates delivered by MacKay & Sposito by early 2023. The target construction timeline is the summer of 2023.

The proposed draft consultant agreement, including the scope of work, is attached pending WSDOT approval.

FINANCIAL SUMMARY:

The contract amount for preliminary design is \$848,958.83. The cost of this contract will be paid for by the NHS grant funds.

STAFF CONTACT:

Morgan Palmer, Project Engineer

Attachments:

1. DRAFT MacKay & Sposito Inc Consultant Agreement

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): MacKay & Sposito, Inc.	
Address 18405 SE Mill Plain Blvd Suite 100, Vancouver, WA 98683	Federal Aid Number NHPP-6730(010)
UBI Number 600 130 4367	Federal TIN 91-0915984
Execution Date	Completion Date
1099 Form Required ☒ Yes ☐ No	Federal Participation ☒ Yes ☐ No
Project Title Washington Way	
Description of Work The proposed improvements include resurfacing Washington Way from Larch Street to 34th Avenue to improve roadway smoothness and extend the pavement life of the roadway asset. This project is funded by a grant from the National Highway System (NHS) Asset Management program. The project has a Disadvantaged Business Enterprise (DBE) goal of 13%. The work performed by the Consultant generally consists of preparing preliminary engineering design, traffic analysis, and public outreach assistance. The major features of the project are as follows: - Approximately 1.6 miles of roadway resurfacing anticipated to consist of diamond grinding, asphalt overlay, and/or concrete panel replacement. Final pavement improvements will be determined through existing conditions analysis and recommendations from the consulting team. - Striping modifications to the existing four lane roadway to allow for the addition of buffered bicycle lanes, left-turn pockets, parking stalls, other roadway striping and signage, and consideration of traffic calming measures. - Upgrading all non-compliant ADA curb ramps along Washington Way and within the project limits described above. It is assumed that existing curb lines and radii will generally match existing with no major modifications. - Signal modifications and design to accommodate new roadway striping configuration at the intersections of Washington Way and 20th, Kessler, 30th, and 32nd.	
☒ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation
Maximum Amount Payable: \$848,958.83	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the MacKay & Sposito, Inc., hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and 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; and

WHEREAS, the CONSULTANT represents that they comply 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 SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

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, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, 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 required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the 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 SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Ken Hash
Agency: City of Longview
Address: PO Box 128
City: Longview State: WA Zip: 98632
Email: Ken.Hash@ci.longview.wa.us
Phone: 360-442-5202
Facsimile: 360-442-5953

If to CONSULTANT:

Name: Jason Irving
Agency: MacKay & Sposito, Inc.
Address: 18405 SE Mill Plain Blvd Suite 100
City: Vancouver State: WA Zip: 98683
Email: jirving@mackaysposito.com
Phone: 360-695-3411
Facsimile:

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 conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "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, 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 Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **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 SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, 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 for payment, 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.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

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

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have 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 this 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 arise under any Workmen'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 this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE 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 SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES 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 paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES 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 SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES 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 XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days 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 judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties 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 in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or 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 Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or 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 this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. 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 fourteen (14) days of the execution of this AGREEMENT to:

Name: Morgan Palmer

Agency: City of Longview

Address: PO Box 128

City: Longview State: WA Zip: 98632

Email: morgan.palmer@ci.longview.wa.us

Phone: 360-442-5205

Facsimile: 360-442-5953

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, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this 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 SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this 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 this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (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 CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions 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.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain 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 a supplement to this AGREEMENT.

XVIII. 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 AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature	DRAFT	Date
Signature		Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Project No.

At a minimum, the CONSULTANT shall perform or be able to subcontract the following:

See attached Scope

DRAFT

March 30, 2022

City of Longview
1525 Broadway St
Longview, WA 98632

Re: Scope and fee proposal for the Washington Way Roadway Improvements, Federal Aid Project # NHPP-6730(010)

Dear Morgan,

Thank you for selecting our team to help the City of Longview deliver this important project. The following outlines our proposed scope of work and fees for your review and approval.

Please contact me with any questions.

Sincerely,



Jason Irving, PE
Senior Engineer/Principal
MacKay Sposito

DRAFT

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INTRODUCTION

The City of Longview selected MacKay Sposito and their Consultant team for the Washington Way Roadway Improvements (Washington Way). The project team includes;

- MacKay Sposito - Project Management / Land Surveying / Civil Roadway & Drainage Design / Environmental / Public Outreach Support / Bid Support
- Point North Consulting - Public Outreach Lead
- DKS Associates - Traffic Analysis/Engineering/Signal Design
- NV5 - Geotechnical Engineering and Pavement Design
- Global Transportation Engineering (DBE) – Signing and Striping, Traffic Control, and Construction Staging PS&E
- Aqua Terra Cultural Resource Consultants (DBE) - Cultural Resources

GENERAL PROJECT DESCRIPTION/BACKGROUND

The proposed improvements include resurfacing Washington Way from Larch Street to 34th Avenue to improve roadway smoothness and extend the pavement life of the roadway asset. This project is funded by a grant from the National Highway System (NHS) Asset Management program and is subject to WSDOT and FHWA requirements. The project has a Disadvantaged Business Enterprise (DBE) goal of 13%. The work performed by the Consultant generally consists of preparing preliminary engineering design, traffic analysis, and public outreach assistance.

The major features of the project are as follows:

- Approximately 1.6 miles of roadway resurfacing anticipated to consist of diamond grinding, asphalt overlay, and/or concrete panel replacement. Final pavement improvements will be determined through existing conditions analysis and recommendations from the consulting team.
- Striping modifications to the existing four lane roadway to allow for the addition of buffered bicycle lanes, left-turn pockets, parking stalls, other roadway striping and signage, and consideration of traffic calming measures.
- Upgrading all non-compliant ADA curb ramps along Washington Way and within the project limits described above. It is assumed that existing curb lines and radii will generally match existing with no major modifications.
- Signal modifications and design to accommodate new roadway striping configuration at the intersections of Washington Way and 20th, Kessler, 30th, and 32nd.
- Construction to start in 2023 and will be scheduled and/or phased around the City's centennial celebration anticipated to be held on or around July 4th, 2023.

City Scope

- Primary lead for all communication with WSDOT
- Provide all previous background documents (studies, as-builts, outreach, etc.)
- Lead presentations to City council and committees (with support from Consultant)
- Coordination with grant funding agency
- Front end bidding documents (Consultant will be responsible for Division 1 specifications)
- Support public outreach including but not limited to social media updates, project/city website updates, and other tasks as identified in the Public Outreach task.

General Assumptions

1. See tasks for specific task-related assumptions and exclusions.

2. Tasks assumed to be completed by the City are listed under City's scope above.
3. Scope does not consider potential future upgrades to the Nichols/Washington Way intersection.
4. 2043 design year (20 years from anticipated project in service date)
5. City of Longview design requirements and standards apply. Other agency design standards, including WSDOT, do not apply.
6. Project is required to follow WSDOT's Local Agency Guidelines, version at the time of contract execution.
7. Washington Way's designation as part of the National Highway System will not impact design standards or requirements, or require additional permitting, analysis, or other work.
8. All improvements will be completed within the existing curb line with the exception of improvements for the following:
 - o Traffic signals
 - o ADA ramps
 - o CONTINGENCY TASK: Adjusting curb alignment at up to three (3) churches to provide on-street parking (see contingency task)
9. All work will be completed within the existing City of Longview right-of-way.
10. A 12-month project duration from notice to proceed through construction bidding support.
11. All submittals will be made electronically with no paper copies.

Exclusions

1. See tasks for specific task-related exclusions.
2. Private utility coordination (assumed to not be needed).
3. Water and sanitary sewer design.
4. Design of a new storm sewer conveyance system. It is assumed that minor modifications to the existing storm system will be needed.
5. Sidewalk replacement design other than what is needed for ADA ramp design.
6. Right-of-way or easement acquisition.
7. Intersection turning analysis.
8. Parking study.
9. Arborist services.
10. Structural engineering including retaining wall design.
11. Noise study.
12. Utility potholing or coordination for potholing.
13. Construction phase services. Constructing bidding phase services are included.

Scope of Work

(Exhibit "A")

City of Longview

Engineering and Related Services Washington Way Roadway Improvement

1.0 PROJECT MANAGEMENT

1.1 PROJECT ADMINISTRATION

- 1.1.1 Prepare monthly invoices and progress reports to accompany invoicing. Reports will include a budget summary with potential out-of-scope services, tasks completed within the invoicing period, and the schedule status of critical tasks.
- 1.1.2 Update WSDOT DMCS portal monthly for subconsultant invoicing and payment.
- 1.1.3 Prepare and submit a draft baseline project schedule for review. Update the baseline schedule based on City review comments. Provide up to (2) updates to the schedule to reflect project milestones and timeline changes.

1.2 PROJECT MANAGEMENT

- 1.2.1 Schedule, prepare agendas and minutes (including task log updates), and lead bi-weekly project team meetings with the City. This includes a project kick-off meeting, bi-weekly progress meetings, and review meetings at each submittal phase.
- 1.2.2 Hold recurring consultant team meetings as needed.

1.3 SUBCONSULTANT COORDINATION AND QUALITY ASSURANCE

- 1.3.1 General coordination and management of the subconsultant team including contracting, invoicing, schedule, and deliverables.
- 1.3.2 Review and provide quality assurance of subconsultant deliverables.

TASK 1 DELIVERABLES:

- *Meeting Agendas, Minutes, and Task Log Updates*
- *Monthly Invoices and Progress Reports*
- *Baseline Project Schedule and Two (2) Updates*

ASSUMPTIONS

- Twelve (12) month project management duration
- Bi-weekly client meetings will alternate between in-person and virtual every other meeting.
- Six (6) bi-weekly meetings will not be needed throughout the project based on project status, for a total assumed ten (10) virtual and ten (10) in person meetings.
- Two (2) hour long kickoff meeting

- Two (2) hours travel time included for the project manager and project engineer for each in-person bi-weekly client meetings
- Two (2) hour long in-person review meetings for each design submittal phase (30/60/90/final)
- Project management hours for outreach support are included in the Public Outreach task.

2.0 PUBLIC OUTREACH

2.1 PUBLIC OUTREACH (POINT NORTH)

- 2.1.1 Refer to the appendix

2.2 PUBLIC OUTREACH SUPPORT (MACKAY SPOSITO)

- 2.2.1 Bi-weekly meetings with the public outreach team and City are assumed to be covered under meetings in the Project Management task.
- 2.2.2 Review Point North's deliverables and inform messaging prior to submitting to the City.
- 2.2.3 Attend the following outreach events:
- Custom coffee with adjacent property owners
 - Virtual community open house
 - In-person community open house
- 2.2.4 Up to twenty (20) hours of graphics support for open house and other outreach materials which may include:
- Graphic rendering for up to three (3) preferred alternative cross-sections
 - Corridor roll plot at 60% design

TASK 1 DELIVERABLES:

- *Graphic support for outreach events*

ASSUMPTIONS

- One (1) virtual and one (1) in person open house

3.0 ENVIRONMENTAL EVALUATION, PERMITTING, AND CULTURAL RESOURCES

3.1 NEPA CATEGORICAL EXCLUSION

- 3.1.1 MacKay Sposito will prepare a NEPA categorical exclusion (CE) documentation form and manage all of the required documentation to comply with Federal Highway Administration funding requirements (administered through WSDOT local programs). This form will include a summary of impacts and permits for air quality, critical and sensitive areas, cultural resources/historic structures, floodplains and floodways, hazardous and problem waste, noise, 4(f)/6(f) resources, agricultural lands, water quality/stormwater, previous environmental commitments, environmental justice, and effects on species and habitats listed under the Endangered Species Act (ESA) and Essential Fish Habitat (EFH). This information will be compiled from studies discussed in tasks below or from readily available public domain resources. It is expected that

information regarding existing conditions and resources in the Project area shall be used as much as possible. The technical studies described below shall supplement existing studies and shall be used both for the design and permitting efforts. MacKay Sposito will contact staff at the various agencies to obtain information for the area and the analysis needed to support the assessment documentation. All review fees will be the responsibility of the City of Longview.

A one-day field reconnaissance is included to document general vegetation, species, and other environmental resources throughout the corridor.

This task includes coordination to receive approval from the EPA on potential impacts to the sole source aquifer. This task also includes coordination with the project team and WSDOT to accurately and timely prepare all required NEPA documents.

Assumptions:

- The project will not cause significant environmental impacts and will not require documentation under an environmental assessment or environmental impact statement.
- The project will not affect or be exempt and will not require documentation or reporting for environmental justice, Coast Guard permitting, noise, floodplains, air quality, agricultural areas, critical areas, bald eagles, sole source aquifers, wetlands, 4(f), 6(f), or rivers.
- A hazardous materials discipline report, surface waters discipline report, no effect assessment, and Section 106 exemption documentation are covered under separate tasks in this scope of work.
- A one-day site visit is included. Delineation of wetlands and waters and species-specific surveys are not included.

3.2 SEPA/Shorelines/Critical Areas Exemption

- 3.2.1 SEPA, Shorelines, and critical areas permitting are anticipated to be exempt under WAC 197-11-800(3) (Repair, remodeling, and maintenance activities) and WAC 173-27-040(b) (Normal maintenance and repair). MacKay Sposito will prepare a letter documenting the project description and expected exemptions for the Planning Department's review and approval.

Assumptions:

- If the project design does not meet exemptions, a change order will be required.

3.3 NO EFFECT ASSESSMENT

- 3.3.1 We anticipate that the project will not have the potential to directly or indirectly impact listed wildlife, plant, and possibly fish species. Therefore, MacKay Sposito will prepare a no effect assessment letter to meet WSDOT requirements as part of the NEPA Categorical Exclusion.

Assumptions:

- No additional site visits are included in this task.
- If impacts to any listed species are identified or reporting guidance changes, a contract amendment will be required to document those impacts.

3.4 CONSTRUCTION STORMWATER GENERAL PERMIT

MacKay Sposito shall prepare the Preliminary Notice of Intent for the Construction Stormwater General Permit authorization application and shall develop a Stormwater Pollution Prevention Plan.

Assumptions:

- All annual permit renewal fees will be the responsibility of the City of Longview.
- Up to \$300 is included for public notice newspaper fees.
- The SWPPP for the Project including best management practices and the erosion control plan will be prepared in another task in this scope of work.
- A site plan to meet Ecology's NOI submittal requirements will be provided under other tasks in this scope of work.

3.5 PERMIT FACILITATION AND TRACKING

MacKay Sposito will monitor progress of relevant reviewing agencies so that questions or concerns during review are quickly addressed. This will enable the permit application to be processed in a timely manner.

3.6 INFORMAL BIOLOGICAL ASSESSMENT (CONTINGENCY)

- 3.6.1 If new pollutant-generating surfaces are added to the project and stormwater runoff is not completely infiltrated, then the project may affect listed fish species. Using WSDOT's Biological Assessment (BA) template, MacKay Sposito will prepare the BA in accordance with the scope and quality requirements in the current version of WSDOT's Advanced Training Manual for Biological Assessment Preparation for Transportation Projects. The BA will include an evaluation of the project's potential direct and indirect effects on federally listed threatened, endangered, and proposed fish species and critical habitat. The BA will also include an evaluation of potential adverse effects on essential fish habitat (EFH), consistent with the requirements of the Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act). Project drawings, species lists, site photos, and the EFH analysis will be provided as appendices.

MacKay Sposito will use the Western Washington Highway Runoff Dilution and Loading Stormwater Model (HI-RUN Model) to calculate modeled changes in pollutant loads directed to receiving waters. Data required for the dilution subloading routine, including morphology of streams or ditches at the project's TDA outfalls and total suspended solids, copper, and zinc laboratory testing is included. Model input data will be drawn from the ESA Stormwater Design Checklist completed by the project design team. Based on the anticipated lack of project-related impacts to in-stream or riparian habitats, combined with the lack of suitable habitat for ESA-listed species in terrestrial portions of the action area, effects associated with stormwater runoff are assumed to be the only potential source of direct impacts to ESA-listed species or critical habitat. It is assumed that the BA will include determinations of "may affect, not likely to adversely affect" for ESA-listed fish species that may be present in receiving waters and "no effect" for other species. The BA will include brief descriptions of the status, range, and habitat requirements of species that will not be affected, along with an explanation of why no effects are anticipated.

MacKay Sposito will submit a first draft of the BA to the City. City staff will review the draft document and provide a single set of non-conflicting comments, focusing on ensuring the accuracy of the project description. The consultant shall revise the BA in response to the City's comments and, after receiving confirmation that those comments have been addressed appropriately, submit the document for review by WSDOT. WSDOT staff will conduct a single review of the draft document. The consultant shall revise the BA in response to and provide a single set of non-conflicting comments from WSDOT and submit the revised BA to WSDOT for confirmation that comments have been addressed appropriately. WSDOT will be responsible for coordinating or conducting consultation with federal agencies with ESA jurisdiction.

Assumptions:

- If impacts to any listed wildlife or plant species are identified or reporting guidance for fish/stormwater changes, a contract amendment will be required to document those impacts.
- A one-day site visit is included in this task to collect dilution subheading routine required data.
- There will be no additional agency coordination or meetings, coordination will be limited to one two-hour coordination call. It is assumed that a pre-BA meeting will not be required for this project.
- The BA will address only stormwater impacts to ESA-listed fish species, as well as addressing potential indirect impacts.
- Informal consultation will not require a cumulative impacts assessment.
- The Level of Service on affected roadways is not anticipated to affect the rate of residential or commercial development in nearby areas, therefore, a cumulative effects analysis related to facilitated development is not included.

DELIVERABLES

- NEPA Categorical Exclusion (CE) Documentation Form
- SEPA/Shorelines/Critical Areas Exemption Letter
- Endangered Species Act No Effect Letter
- Construction Stormwater General Permit Notice of Intent and public notice
- Informal Consultation Biological Assessment (Contingency)

4.0 LAND SURVEYING

4.1 TOPOGRAPHIC SURVEY AND BASE MAP

- MacKay Sposito will prepare an AutoCAD Civil 3D base map with surface model showing the topographic features, existing utilities, public right-of-way (contingency item - if selected), and georeferenced aerial imagery.

SURVEY LIMITS (SEE APPENDIX FOR SURVEY LIMITS MAP)

- Topographic limits shall extend from curb to curb along Washington Way, beginning at a 34th Ave and extending northeasterly to the traffic circle at Larch St.
- Topographic limits shall extend from right-of-way to right-of-way within 50 feet of all road intersections and extend 50 feet up or down all cross streets, to support ADA and traffic signal improvements.

- Existing conditions shall include but is not limited to edge of paving, edge of gravel, curb, gutter, sidewalks as needed for ADA ramp improvements, traffic signal poles, pedestals, and cabinets, storm manholes, and catch basins. Storm pipes will be shown along with their pipe size, material, and invert elevations within the project area, along with all other above ground utility indicators (fire hydrants, valves, transformers, clean outs etc.) Public utility locate tickets will be requested for the project area and utilities will be mapped as they are marked in the field.
- Material of roadway and visible joints in the concrete will be documented with UAV imagery. Any vertical grade breaks between concrete panels be captured using traditional survey methods.

ASSUMPTIONS:

- Permission to enter property is assumed to not be needed. If needed, permission will be coordinated by the City of Longview.
- We anticipate that we will have reasonable access on foot and in a vehicle to perform the above work. Excessive delays that may occur due to equipment, vehicles, debris, on-site materials, extreme weather, etc. may require additional trips and additional cost. We would contact you as soon as reasonably possible if excessive delays are encountered.
- No private utility locates will be required on private properties.
- The provided work summary does not include cost to reset destroyed monuments. It is assumed all work will be completed within existing ROW and monument will be protected during construction.
- Topographic field data shall be processed in AutoCAD Civil 3D generating a surface model with 1' contour intervals. The base map scale will be 1 inch = 20 feet. The horizontal and vertical datums will be based on City approved datums, conventional and GPS surveying will be used to complete the work as described herein.
- Roadway striping is not included in the topographic survey. Existing striping will be captured with the UAV imagery.
- Invert elevations of the sanitary sewer lines are not included in this scope of work. If as-builts are provided by the city, they will be included in the survey base map.

DELIVERABLES

- AutoCAD Civil 3D 2020 base map to include:
 - Existing ground topography with 1' contour intervals
 - Georeferenced UAV Imagery
 - Existing utilities as they are identified per public utility locate tickets
 - Public right-of-way extending 50 feet in each direction at all intersections (contingency item - if selected)
 - Annotated survey control to be later utilized by others during construction
 - Lot lines, lot numbers, and street addresses will be shown per county GIS.

4.2 UNMANNED AERIAL VEHICLE (UAV) FLIGHT

- 4.2.1 After all utility locates have been marked on the ground, a UAV flight will generate orthorectified aerial imagery to memorialize the location of underground utility paint marks and existing roadway striping. Imagery will also be utilized to supplement traditional ground based topographic survey.

UAV DELIVERABLES:

- Orthorectified Aerial Imagery

5.0 GEOTECHNICAL INVESTIGATIONS AND PAVEMENT DESIGN

5.1 GEOTECHNICAL INVESTIGATIONS AND PAVEMENT DESIGN (NV5)

- 5.1.1 Please refer to the appendix

6.0 TRAFFIC ANALYSIS AND ENGINEERING

6.1 TRAFFIC ANALYSIS AND ENGINEERING (DKS)

- 6.1.1 Please refer to the appendix

7.0 ALTERNATIVES ANALYSIS

7.1 ALTERNATIVES ANALYSIS

- 7.1.1 Prepare up to six (6) cross section alternatives utilizing Streetmix online software. Prepare a brief narrative for each alternative. Present alternatives to the Complete Streets Committee to receive feedback. Summarize feedback received from the committee and recommended next steps in a brief memo. Future tasks assume alternatives will be narrowed down to three (3) by the Complete Streets Committee.
- 7.1.2 Attend one (1) Complete Streets Committee meeting
- 7.1.3 Prepare an Alternatives Analysis memo that analyzes the three (3) selected cross section alternatives. The analysis will include cross section exhibits, an evaluation matrix, and analysis of the following: cyclist protection level, cost, ease of maintenance, safety at conflict points, and drainage cost/structures. Attend a review meeting with the City. Address City comments and submit final Alternatives Analysis memo.
- 7.1.4 The three (3) alternatives will be presented to the community through outreach. Please refer to the Public Outreach scope of work. Attendance at public outreach events is included under the Public Outreach scope.
- 7.1.5 City staff will lead preparation of a presentation and present the alternatives, outreach summary, and recommend a preferred alternative to the City council. Consultant will provide technical drawings and analysis to support the presentation.

- 7.1.6 Attend one (1) meeting with the City Council.

DELIVERABLES:

- Six (6) cross section alternatives using Streetmix
- Draft and Final Alternatives Analysis Memo that analyzes up to three (3) alternative cross sections
- Attendance at one (1) Complete Streets Committee and one (1) City council meeting.
- Graphic renderings for up to three (3) alternatives.

ASSUMPTIONS

- A preferred alternative will be determined following the council presentation that allows for commencement of design.

8.0 CIVIL ENGINEERING

8.1 30% CIVIL DESIGN

- 8.1.1 This task includes preparing 30% conceptual layout plans for the following key elements:
- Evaluate existing conditions topographic base and complete field verifications
 - Corridor and intersection horizontal alignments
 - Preliminary roadway configuration
 - Conceptual intersection ADA ramps layout
 - Preliminary traffic safety mitigation design for the business access at the SE corner of Washington Way and the Civic Roundabout.

30% Design Deliverables:

- 30% plan set in PDF as listed in Table 1

8.2 60% CIVIL DESIGN

- 8.2.1 The 60% design includes preparing plans, specifications outline, and the engineer's estimate of probable cost. Key elements include:
- Incorporate review comments from 30% design
 - 60% horizontal design
 - Update the traffic safety mitigation design for the business access at the SE corner of Washington Way and the Civic Roundabout as needed
 - ADA ramps design
 - 60% pavement design and details
 - 60% stormwater modifications at the intersections as necessary to accommodate ADA ramps
 - 60% erosion control plans
 - 60% engineers cost estimate
 - Specifications outline

60% Design Deliverables:

- 60% cost estimate in Excel format
- Specification outlines in Microsoft Word
- 60% plan set in PDF as listed in Table 1

8.3 90% CIVIL DESIGN

8.3.1 The 90% design includes preparation of plans, specifications, and an engineer's estimate of probable cost. Key elements include:

- Incorporate 60% design review comments
- 90% roadway design development
- Update ADA ramps grading as needed
- 90% pavement restoration design, pavement section, and HMA/concrete transition panel details
- 90% stormwater modifications design
- 90% erosion control plan
- 90% engineer cost estimates
- 90% Specifications

90% Design Deliverables:

- 90% engineer cost estimate in Excel format
- 90% specification in Microsoft Word
- 90% plan set in PDF as listed in Table 1

8.4 100% CIVIL DESIGN

8.4.1 Incorporating comments from 90% of the design will be progressed to Final plans, specifications, and engineer's estimate.

100% Design Deliverables:

- 100% engineer cost estimate
- 100% specification
- 100% plan set in PDF as listed in Table 1
- Final design CAD drawings

Table 1- List of Plan Sheets Deliverables at each Design Stages

Plan Sheet Description	Scale	No. Sheets	30% Plan Sheets	60% Plan Sheets	90% Plan Sheets	100% Plan Sheets
Cover Sheet	NA	1	X	X	X	X
Legend & Index	NA	2	X	X	X	X
General Notes	NA	1		X	X	X
Typical Sections	TBD	3	X	X	X	X
Demolition and Erosion Control Plan	20	12		X	X	X
Erosion Control Plan Details	TBD	2		X	X	X
Street and Storm Plan	20	12	X	X	X	X
Detailed Grading - Curb Ramps	10	33		X	X	X

Street Details	TBD	3		X	X	X
Storm Details	TBD	1		X	X	X
Totals		70	18	70	70	70

Civil Design Assumptions

- The proposed baseline scope is based on roadway re-configurations for buffered bike lane striping with no changes to the curb lines (except minor modifications as needed to achieve ADA at the returns).
- No changes to the existing sidewalks or curbs are needed except at the intersection returns as needed for curb ramp design.
- The pavement restoration will be grind and inlay with no changes to the existing grade or concrete slabs. Only ADA ramps grading and some other minor grading designs at the returns are needed.
- The ADA ramp design will be performed to the maximum feasible for eleven (11) full intersections, five (5) T-intersections, and one (1) mid-block crossing. Any new mid-block crossing or additional ADA ramp design will be covered under contingency tasks as authorized by the City.
- Intersection design includes sidewalk ramp design in compliance with the ADA requirements. The necessary changes to the curb line at intersections are limited to the return PC/PT points, with no changes to the intersection geometry. Plan sheets include ADA ramp grading data indicating top and bottom of ramp elevations as well as slope and width to provide enough data for construction and compliance. Ramps civil 3D fine grading or detailed callouts on the sheets are not included.
- No changes to existing driveway aprons or locations are needed. ADA ramps are not needed at the driveway drops.
- Existing turn lane queues lengths for streets perpendicular to Washington Way will not be modified.
- No major changes to the existing stormwater system are needed. Minor modifications to the stormwater catch basin locations at the returns are included to accommodate the ADA ramps design/locations.
- All necessary modifications to the existing stormwater system will be designed per the City of Longview Municipal Code for stormwater design requirements.
- New stormwater treatment or detention facilities are not needed; therefore, hydrology calculations and reports are excluded.
- All work will be within the existing ROW and a ROW acquisition or temporary construction easement plan is not needed.
- Specifications will be based on the most recent WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. The City will provide a sample specification for Division 1 and all special provisions.
- The plan sheets will be set up to full size 34x22, with the scale as shown in Table 1. The submittals will be in PDF format. CAD drawings are available upon request.

8.5 ENGINEERING SUPPORT FOR ENVIRONMENTAL PERMITS

- 8.5.1 In support of the environmental permit, the design team will perform:

- Provide tabulated results for a HI-RUN model (both Loading and Dilution Subroutines) for the project Threshold Discharge Area (TDA) in support of the No Effect process.
- Prepare Surface Water Discipline Report

Deliverables:

- *Tabulated HI-RUN model results*
- *Surface Water Discipline Report in support of NEPA documentation*

Task 8.5 Assumptions:

- The Hi-Run modeling is needed only at a single TDA discharge point

9.0 CONSTRUCTION BIDDING SUPPORT**9.1 BIDDING**

Answer bidder questions and issue one (1) addendum including modifications of up to six (6) plan sheets and up to six (6) specification sections. This task assumes the City will be the primary point of contact for bidders and the consultant will answer design related questions from the City.

10.0 CONTINGENCY TASKS**CONTINGENCY MACKAY SPOSITO TASKS FOR DESIGN AND LAND SURVEYING SERVICES:**

The following task items are identified as potential future scope of work and require City authorization before proceeding. For sub-consultant contingency tasks, see related sections under schedule A to F.

- Road widening design at three church locations to provide on street parking.
- Additional ADA ramps at new mid-block crossing (up to two new mid-block crossing).
- Additional roadway design and grading for elevated bike lanes.
- Mini roundabout design at Hudson.
- Right of Way Resolution - Property corners and road monuments will be tied as needed to resolve the public right-of-way extending 50 feet in all directions at all street intersections.

SCHEDULE A

DRAFT

PUBLIC OUTREACH

PointNorth



POINTNORTH

Washington Way Public Outreach Proposed Scope and Assumptions

March 10, 2022; modified March 24, 2022

1.0 Project Coordination and Management

1.1 Project Team Meetings

- Project Management Steering Group: Consultant team meetings and any check-ins with COL. Anticipated meeting schedule for 1 hour meetings twice per month. PIC and PM will attend in person every other week.

1.2 Internal Team Meetings and coordination

- Virtual PointNorth internal project team check-ins to include PM and coordinator. Anticipated meeting schedule for 1 hour meetings twice per month.
- General project coordination and correspondence

Task 1.0 Deliverables

- None to note

Task 1.0 Assumptions

- Project team meetings will occur bi-weekly, in-person every other week.
- PIC and PM will attend in-person meetings as requested by prime.
- Mileage for round trip travel will be expensed at Federal mileage reimbursement rate and is built into the subconsultant expense fee.
- Travel time for PIC and PM to project meetings will be included in budget.

2.0 Early Outreach

2.1 Discovery

- Reviewing background materials from City of Longview

2.2 Create Public Involvement Plan

- Includes activities, deliverables, and stakeholders, audiences, project name and key messages.

2.3 Develop Launch Tool Kit

- Includes project fact sheet, coordinator business card, project QR code, new webpage and two Facebook messages. Documents will include content detailing WA Way pavement rehab project, scope, timeline, and engagement opportunities.

2.4 Door to Door outreach

- Create door hangers and visit all adjacent properties to the corridor prior to survey / Geotech work beginning. Advertise custom coffee event for adjacent property owners.

2.5 Advertise Alternatives Open House

- Mailers, update website language, 2 custom Facebook posts, newspaper ad
- Targeted advertising will keep project-adjacent residents and business owners abreast of important project developments. Invite them to attend an upcoming alternatives Open House. Will include content development, materials production, design, and printing, and coordination of distribution and mailing of printed materials.

2.6 Host (3) Alternatives Events

- PointNorth to plan and provide staff to facilitate the following:
 - 1 Virtual Community Open House
 - 1 in-person Community Open House
- A city provided effort that will not include attendance or support from PointNorth:
 - 1 Local coffee shop event custom to the adjacent property owners

Task 2.0 Deliverables

- Draft Public Involvement Plan
- Final Public Involvement Plan
- Project Fact Sheet
- Project QR Code
- Coordinator Business Cards
- Post Cards
- Website Text
- Text for Facebook Posts (2)
- Newspaper Ad
- Comment Form
- Project Display Boards (up to five)
- Door hangers

Task 2.0 Assumptions

- All planning tasks will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- All design materials tasks will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- All costs of printing and creating outreach materials including QR code are built into the subconsultant expense fee.
- All advertising costs including Facebook boost and newspaper ad are built into the subconsultant expense fee.
- All costs of refreshments for planned alternative events (except for local coffee shop event) are built into the subconsultant expense fee.
- Mileage for round trip travel will be expensed at Federal mileage reimbursement rate and is built into the subconsultant expense fee.
- Travel time for events will be included in budget.

3.0 Identifying Preferred Alternative

3.1 Public Outreach Report

- Write public outreach report on alternatives which includes feedback from all outreach to date.

Task 3.0 Deliverables

- Draft Public Outreach Report
- Final Public Outreach Report

Task 3.0 Assumptions

- All tasks include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- Mileage for round trip travel will be expensed at Federal mileage reimbursement rate and is built into the subconsultant expense fee.
- Travel time for events will be included in budget.

4.0 Design

4.1 Outreach to Properties

- The city will host one-on-one outreach to properties, estimated 6 one hour meetings and will include Longview Community Church (*PointNorth will not include attendance or support*)

4.2 Designated contact for outreach issues from the public

- Respond to any concerns or inquiries from the public via telephone or email.

4.3 Write op/ed for The Daily News

- PointNorth will review and comment on the content of a city-led effort to write, publicize, and distribute an op/ed piece for The Daily News that focuses on project outcomes.

4.4 Attend relevant community meetings

- Up to five potential meetings (one hour in length each) include primary stakeholders, Rotary, Chamber, CBOs, NAs. PN to identify stakeholder meetings, coordinate PO team attendance and any presentations.
- Current primary stakeholders identified: Longview Council, Complete Streets Advisory Committee, churches, and corridor businesses.

4.5 Advertise Design Open House

- Mailers, updates to website language, 2 custom Facebook posts, and newspaper ad
- Targeted advertising to keep project – adjacent residents and business owners abreast of important project developments.
- Invite project-adjacent residents and business owners to attend an upcoming alternatives Open House.
- PN to develop content, design and print materials, and coordinate and distribute materials.

4.6 Host (2) Design Open Houses

- PointNorth to plan and provide staff to facilitate the following:
 - 1 virtual Community Open House
 - 1 in-person Community Open House

Task 4.0 Deliverables

- Project PPT presentation

- Post Cards
- Updated Website Text
- Text for Facebook Posts (2)
- Newspaper Ad
- Comment Form
- Project Display Boards (up to five)

Task 4.0 Assumptions

- All design tasks include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- All advertising costs including Facebook boost and newspaper ad are built into the subconsultant expense fee.
- Mileage for round trip travel will be expensed at Federal mileage reimbursement rate and is built into the subconsultant expense fee.
- Travel time for events will be included in budget.
- Up to five potential community meetings (one hour in length each) assume half occur in-person and half virtually.

5.0 Pre-Construction

5.1 Write Final Community Engagement Report

- Includes feedback from all outreach to date

5.2 Present Community Engagement

- Create PPT
- Present community engagement to date to Complete Streets Advisory Committee

Task 5.0 Deliverables

- Draft Community Engagement Report
- Final Community Engagement Report
- Community Engagement PPT Presentation

Task 5.0 Assumptions

- All planning tasks and reports will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- All design materials tasks will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- All costs of printing and creating outreach materials including QR code addition are built into the subconsultant expense fee.
- All advertising costs including Facebook boost and newspaper ad are built into the subconsultant expense fee.
- All costs of refreshments for planned alternative events are built into the subconsultant expense fee.
- Mileage for round trip travel will be expensed at Federal mileage reimbursement rate and is built into the subconsultant expense fee.
- Travel time for events will be included in budget.

PROJECT FEE SUMMARY

SCHEDULE B

DRAFT **CULTURAL INVESTIGATIONS**

**Aqua Terra Cultural
Resource Consultants**

Scope of Work

Cultural Resource Services for the City of Longview Washington Way Project

Longview, Cowlitz County, Washington

Prepared for:
MacKay Sposito

Prepared by:
Sarah Amell, Principal Investigator
Andrew Viloudaki, Project Archaeologist

DRAFT

Aqua Terra Cultural Resource Consultants

8525 Stoney Creek Lane SW
Olympia, WA 98512-2150
P: 360.359.6701
www.AquaTerraCRC.com

March 10, 2022

Cultural Resource Services for the City of Longview Washington Way Project

SCOPE OF WORK

The City of Longview has received National Highway System Asset Management Program grant funds for roadwork on Washington Way between Robert Alexander Long Square and 34th Avenue, just shy of Columbia & Cowlitz Railroad Crossing. The project intends to: resurface approximately 1.6 miles of roadway consisting of diamond grinding, asphalt overlay, and concrete panel repair/replacement (depending on existing sections), a road reduction on the four-lane roadway for the addition of buffered bicycle lanes, left-turn pockets, traffic calming measures, parking stalls, additional bulb parking beyond the existing curb at Grace Lutheran Church Longview Community Church, and the Trinity Lutheran Church, upgrading all non-compliant ADA curb ramps along the corridor, which may include stormwater drainage improvements, changes to curb radii or extension of the curb line, signal modifications and design to accommodate the new roadway configurations at 20th, Kessler, 30th, and 32nd, and all associated roadway striping and signage.

The streets of historic Longview were partially constructed with hexagon concrete panels developed and manufactured by the Long-Bell Lumber Company beginning in the early 1920s. A report on the purported strengths and the cost-effectiveness of the hexagonal tiles versus traditional square tiles was delivered to the City of Longview on March 12, 1924. Many of the roadways and sidewalks paved with these panels have been consistently repaired or replaced as needed during infrastructure improvement projects, including asphalt surfacing around Robert Alexander Long Square and on Washington Way.

The easternmost portion of the alignment intersects with the Robert Alexander Long Park, an open-town commons area (Gillespie 1974), built when the City was first platted and established in 1922. This park location is recorded as an archaeological site/historic townsite (45CW26) in the Department of Archaeology and Historic Preservation's (DAHP) WISAARD database. Multiple properties have been determined eligible for listing on the National Register of Historic Places (NRHP) within the park vicinity. The park lies within the Longview Civic Center Historic District, listed on the NRHP and Washington Heritage Register (WHR).

From Kessler Blvd to the Larch Street terminus along Washington Way, approximately 30 properties bordering the Washington Way alignment meet the age threshold for historic property inventory but have not yet been evaluated for significance.

Washington Way crosses over Lake Sacajawea Park, an NRHP and WHR listed property. Lake Sacajawea Park has a Preservation Plan (2010) that guides any alterations, additions, rehabilitation, or restoration within the NRHP property.

West of Lake Sacajawea Park, Cloney Park borders Washington Way. The project alignment lies within a "very-high risk" zone as identified by the DAHP WISAARD database archaeological predictive model.

The project requires compliance with Section 106 of the National Historic Preservation Act (S106), and the Washington State Department of Transportation is the delegated authority to ensure compliance with S106. ATCRC will assist the client with complying with the various state

and federal legal requirements by identifying the presence of historic resources within the Area of Potential Effect (APE) through completion of the following tasks-

Task 1: Background Research (non-contingency)

ATCRC will conduct background research at appropriate repositories, such as DAHP, affected tribal cultural resource departments, university libraries, local history museums, and informants and use sources pertinent to the task, such as public records, private manuscript collections, online General Land Office records, published (secondary) sources, Sanborn fire insurance maps, and other relevant repositories. The research objective should be to develop a complete understanding of the historical context, land use patterns, and previously identified sites within the APE. The client will provide ATCRC with a detailed written description of the project area, including relevant documentation (maps, plan sheets, photos, etc.). Based on the field survey and/or background research, ATCRC will provide the client with justification for revising/amending the APE.

Task 2: Establish APE (*Contingency Task, If Project is Not Exempted by WSDOT)

An APE memorandum will be developed, describing an area that encompasses all of the proposed horizontal and vertical project impacts for the proposed project. This memorandum and accompanying map will be submitted to the client for approval and dissemination to WSDOT. Upon approval of WSDOT, WSDOT will then send out to the consulting parties and DAHP to initiate the formal 30-day APE consultation process.

Assumptions:

- If the project's horizontal/vertical limits are changed during periods of work performance, the APE will be revised and resubmitted to the client. A contract amendment will cover these modifications to the memorandum and hours associated with revisions.
- The preliminary APE will be defined as the direct effect areas.
- The project *may* be exempted from Section 106 Review under the following Categorical Exemptions defined in the WSDOT NEPA Categorical Exclusions Guidebook for Local Agencies (October 1, 2020) under criterion A-1, A-2, A-5, A-15, A-20, A-22.
- The City of Longview will contact WSDOT to request a determination regarding the exemption criteria status prior to ATCRC initiating work on the previous tasks.

Task 3: Cultural Resources Survey (*Contingency Task, If Project is Not Exempted by WSDOT)

The cultural resources survey will be completed by ATCRC archaeologists using standard, industry-accepted methods appropriate to the project area and landform. All survey activities will comply with the DAHP Survey and Inventory Standards. Any recovered artifacts will be documented and photographed in the field and returned to the survey location unless negotiated under another agreement.

Any newly identified cultural resources identified within the project area must be fully documented on a Washington State Archaeological Site, Isolate, or Historic Property Inventory Form and include a written description of the site and its setting, sketch maps, USGS quadrant maps, and photographs. Any structures older than 50 years must be recorded on historic property inventory forms.

Assumptions:

- No project fieldwork can occur until the APE has been approved by WSDOT.
- The entire APE will be surveyed using pedestrian methods.
- The entire surveyed alignment of Washington Way, from between R.A. Long Square and 34th Avenue, will be recorded and assessed for eligibility for inclusion on the National Register as a historic roadway, requiring preparation of one Historic Property Inventory Form (HPI).
- The Grace Lutheran Church, Longview Community Church, and the Trinity Lutheran Church structures will be recorded on HPIs.
- No subsurface investigations will be required.
- A separate cost estimate or amendment will be prepared for the client if a DAHP archaeological excavation permit is required for the project during ground-disturbing work within site 45CW26 (Robert Alexander Long Park), 45CW27 (Longview Community Church), and site 45DT124 (the Longview Civic Center Historic District).
- No additional cultural resources will be encountered. A separate cost estimate or amendment will be prepared for the client if the field survey results in the identification of an archaeological site, isolate, or additional historic properties.
- A 4(f) evaluation is not required for the project.

Task 4: Draft/Final Report (*Contingency Task, If Project is Not Exempted by WSDOT)

ATCRC will prepare a single draft cultural resource assessment report that includes relevant supporting evidence for the conclusions and adheres to the DAHP Survey and Inventory Standards. The report will provide context on applicable land use customs and beliefs, identify sites within the project area, discuss methods used to survey the project area, and include recommendations on the property's eligibility (s) and the likelihood of construction impacts.

Upon receipt of comment from the client, ATCRC will revise and finalize the report to address specific concerns or suggested modifications. The final report will be suitable for submission to the WSDOT, DAHP, affected tribes, other agencies, and concerned parties.

Assumptions:

- Two HPI forms will be updated for Grace Lutheran Church and Longview Community Church in compliance with DAHP standards.
 - o The Grace Lutheran Church evaluation and assessment will be submitted for official determination of eligibility.
- Two HPI forms will be prepared for Washington Way (within the APE) and the Trinity Lutheran Church in compliance with DAHP standards.
 - o Both evaluations and assessments will be submitted for official determination of eligibility.

Task 5: Technical Consultation with the Longview Historic Preservation Commission

The City of Longview has indicated that the Historic Preservation Commission may desire a presentation regarding the project and design to provide a decision on any alternatives that may impact historic resources within the alignment and to provide input on the design.

ATCRC will assist the client with preparing a presentation and facilitate preparation for this meeting.

Assumptions:

- MacKay Sposito will provide schematic illustrations to support any alternatives that may impact historic resources or elements (i.e., hexagonal concrete panels, embossed sidewalk panels) within the alignment to support a meeting presentation with the Commission.

Task 6: Project Management (PM Hours Embedded In Tasks)

ATCRC will coordinate with the client to receive project materials, prepare invoicing, and transmit correspondence. ATCRC will maintain project files to include necessary supporting materials as required. The Project Manager (Sarah Amell) will monitor project task performance, schedule, budget, and approve project expenses. The Project Manager will ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Assumptions:

- The ATCRC Project Manager will be available for regular phone calls and emails with the client to facilitate the completion of the assignment, as necessary.

Project Materials

The client will supply or facilitate ATCRC acquisition of the following items needed for this project-

- Preliminary and revised plan maps showing the location and extent of the project;
- Any additional descriptive information and design drawings that show the extent/depth of trenching, grading, excavation, or other ground disturbance associated with the project; and
- The results of any geotechnical boring or subsurface testing may assist in developing a land use/land formation history.
- As required, contact information or documented permission from property owners to access the survey area.

Deliverables

The draft report deliverable PDF will be submitted to the client via email for review and comment. ATCRC will incorporate any comments received from the review and finalize the report before final submission to the client. ATCRC will provide a final report deliverable PDF to the client via email and upload the final report to DAHP. WSDOT will submit the report for DAHP review upon report approval.

Schedule

ATCRC staff will initiate project work when notice-to-proceed (NTP) confirmation and a signed agreement are received via email from the client.

Cost Estimate: Attached

SCHEDULE C

DRAFT
Transportation Engineering
GTE

April 6, 2022

Jason Irving
Mackay Sposito
18405 SE Mill Plain Blvd #100
Vancouver, WA 98683

Subject: Scope of Services: Longview Washington Way Improvements

Dear Jason:

Global Transportation Engineering (GTEng) is pleased to present you this Scope of Services to provide temporary traffic control, signing and striping design for the Washington Way Improvements in Longview, Washington. The project limits run from 34th Avenue at the western limits to 17th Avenue at the eastern limits. The following design services are included under this scope of services:

- Temporary traffic control staging, advance signing and site-specific traffic control details.
- Permanent signing improvements along Washington Way and side street approaches within the project limits.
- Striping along Washington Way and side street approaches within the project limits

SCOPE OF SERVICES

Task 1 – Temporary Traffic Control

Consultant will develop traffic control plans (TCP) to facilitate project specific construction activities. To re-construct of the site access. The TCP will follow Agency design standards for temporary traffic control and the Manual on Uniform Traffic Control Devices.

The Consultant will develop Special Provisions and cost estimates that are representative of the anticipated to be required as a part of the TCP. Special Provisions will be developed based on WSDOT Standard Specifications and Amendments. Cost estimates will be based WSDOT bid history for the Region. A final design will include the following:

- Two Staging Plans
- One Advance Signing Plan
- Up to two site specific Traffic Control Plans
- Special Provisions
- Cost Estimate

GTEng will provide a draft set of plans, special provisions and cost estimate for Agency review at each submittal level identified in the prime contract. Comments received will be addressed and final PS&E provided.

Deliverables

- *Two Staging Plans*
- *One Advance Signing Plan*
- *Up to two site specific Traffic Control Plans*
- *Special Provisions*

- *Cost Estimate*

Task 2 – Signing and Striping Design

Consultant shall prepare signing and striping plans within the project limits. These plans are not anticipated to require restriping of side streets except for replacing existing striping impacted by planned construction activities. The signing and striping will follow Agency Standards and the *Manual on Uniform Traffic Control Devices* guidelines. The final design will include:

- 12 Signing Plans
- One Sign Installation Specification Detail
- One Sign Removal Specification Detail
- One Sign Relocation Specification Detail
- Special Provisions
- Cost Estimate

GTEng will provide a draft set of plans, special provisions and cost estimate for Agency review at each submittal level identified in the prime contract. Comments received will be addressed and final PS&E provided.

Deliverables

- *12 signing Plans*
- *One Sign Installation Specification Detail*
- *One Sign Removal Specification Detail*
- *One Sign Relocation Specification Detail*
- *Special Provisions*
- *Cost Estimate*

DRAFT

BUDGET

In consideration of the performance of these services, GTEng will be compensated on a time and materials basis not to exceed \$45,000.00 for the TCP, signing and striping design. This fee is based upon the scope of services and level of effort presented above and attached in Table 1.

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SCHEDULE D

GEOTECHNICAL ENGINEERING

NV5

March 24, 2022

MacKay Sposito
1325 SE Tech Center Drive, Suite 140
Vancouver, WA 98683

Attention: Jason Irving

Revised Proposal
Pavement Engineering and Hazardous Materials Services
Washington Way Rehabilitation Project
Longview, Washington
Project: Longview-2-01

INTRODUCTION

GeoDesign, Inc. dba NV5 (NV5) provides this revised proposal for pavement engineering and environmental hazmat services for the Washington Way rehabilitation project in Longview, Washington. The Washington Way rehabilitation project extends from Larch Street to 34th Avenue. The purpose of the project is to rehabilitate and re-configure the roadway within the limits, add bike lanes, and update Americans with Disabilities Act (ADA) elements along the corridor. This revision includes changing the deliverable from the hazardous materials scope from a discipline report to a memorandum.

SCOPE OF SERVICES

PAVEMENT ENGINEERING

NV5 will conduct a pavement investigation to evaluate the existing pavement thickness and pavement capacity. NV5 will determine an appropriate pavement rehabilitation method and provide a summary to the project team.

Specific services include the following:

- Review as-built and other information provided by the design team.
- Conduct a generalized distress survey of the pavement. Provide a qualitative review and summary of pavement conditions. Identify concrete panels for potential replacement.
- Provide traffic control and traffic control plans when required.
- Obtain right-of-way (ROW) permits through the City of Longview (City).

- Perform falling weight deflectometer (FWD) testing as follows:
 - Tests to be performed at approximately 150-foot spacing
 - Tests on center concrete panel and at joints
 - Tests to be performed in main travel lanes
- Develop an exploration work plan and perform exploration field locates.
- Explore subsurface conditions in the proposed sections by drilling pavement borings as follows:
 - In general, borings will be drilled to a depth of approximately 3 feet below ground surface.
 - In areas of utility conflict, borings will be drilled through the pavement surfacing only.
 - Approximately 24 pavement borings will be drilled. At least six borings will be drilled near areas of ADA ramp upgrades.
 - Boring locations will be patched with quick set, non-shrink grout.
 - Maintain a detailed log of the explorations. Collect samples of the pavement, base, and subgrade materials encountered.
- Analyze traffic data to be provided by the project team and calculate 20- and 15-year design equivalent single axle loads.
- Analyze FWD data and back-calculate effective pavement capacity.
- Conduct laboratory testing to determine the in situ moisture content of the subgrade soil to assist in determining the likelihood of potential problems during construction.
- Provide a summary of pavement capacity compared to 15- and 20-year design life.
- Provide recommendations for pavement materials and construction.
- Provide recommendations for rehabilitation and repair, where appropriate.
- Provide recommendations for pavement repair associated with ADA ramp upgrades.
- Prepare a pavement design report detailing our findings, conclusions, and recommendations.
- Attend up to four virtual project meetings and up to two in-person meetings in Longview, Washington.

Deliverables include the following:

- Draft Pavement Engineering Report
- Final Pavement Engineering Report

We made the following assumptions in preparing this revised proposal:

- Environmental permitting shall not be required for the field work.
- The drill cuttings are not contaminated and may be disposed of off site by our drilling subcontractor. If the drill cuttings appear to be contaminated, the City shall be informed immediately, and NV5 shall take necessary action upon authorization.
- Flagging and traffic control for drilling shall be subcontracted.
- Fees associated with ROW and other permitting shall not exceed \$150.

HAZARDOUS MATERIALS MEMORANDUM

NV5 will conduct an assessment to identify the presence of possible hazardous materials and/or contaminant releases within or adjacent to the project that may be encountered during construction. The findings of this assessment will be summarized in a Washington State

Department of Transportation (WSDOT) hazardous materials memorandum. The purpose of the hazardous materials memorandum is to document previous hazardous materials studies and serve as input to the National Environmental Policy Act process. The study will include an appropriate level of documentation and analysis necessary to allow transportation staff to make informed decisions regarding the selection of alternatives, mitigation measures, and/or the necessity of initiating early coordination with relevant regulatory agencies. The study will identify sites that may (1) affect the environment, (2) create significant construction impacts, and/or (3) incur cleanup liability to the City. The study will also provide information to evaluate whether additional hazardous material investigations are necessary to support future estimates of site cleanup and construction costs and to assess the City's liability associated with the project. Sites that require a degree of consideration during project development include locations within the proposed ROW where contaminants in soil or groundwater could affect design or the cost of construction, including adjacent or hydraulically upgradient properties with a potential to affect construction activity.

NV5 will refer to the WSDOT Environmental Manual dated August 2021 and will conduct the study in accordance with the Guidance and Standard Methodology for WSDOT hazardous materials discipline reports.

If the results of the hazardous materials memorandum indicate the presence or likely presence of a release of hazardous materials or petroleum products at a property, a subsurface exploration may be recommended. The purpose of a subsurface exploration is to obtain sound, scientifically valid data concerning actual property conditions related to a release of hazardous substances or petroleum products at the property, provide information relevant to taking reasonable steps to prevent or limit exposure to hazardous substances or petroleum products, and to provide information relevant to evaluating business environmental risks and/or human health or environmental risks. The subsurface exploration will be conducted in general accordance with ASTM E1903-11, Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process. The specific scope of the subsurface exploration will be based on the results of the hazardous materials memorandum.

Deliverables include the following:

- Draft hazardous materials memorandum
- Final hazardous materials memorandum

FEE ESTIMATE

Our services will be provided in accordance with the subcontract to be provided by MacKay Sposito following scope and fee negotiations with the City. Spreadsheets breaking down our proposed fee estimate are attached. We agree to contact you to discuss additional scope items and budget if required. Additional services will not be undertaken without your prior approval.

◆ ◆ ◆

We appreciate the opportunity to submit this agreement and look forward to working with you. Please do not hesitate to contact us if you have questions or require additional information. Formal authorization for our services can be provided by returning one signed copy of this agreement.

Sincerely,

NV5

Krey D. Younger, P.E.
Principal Engineer

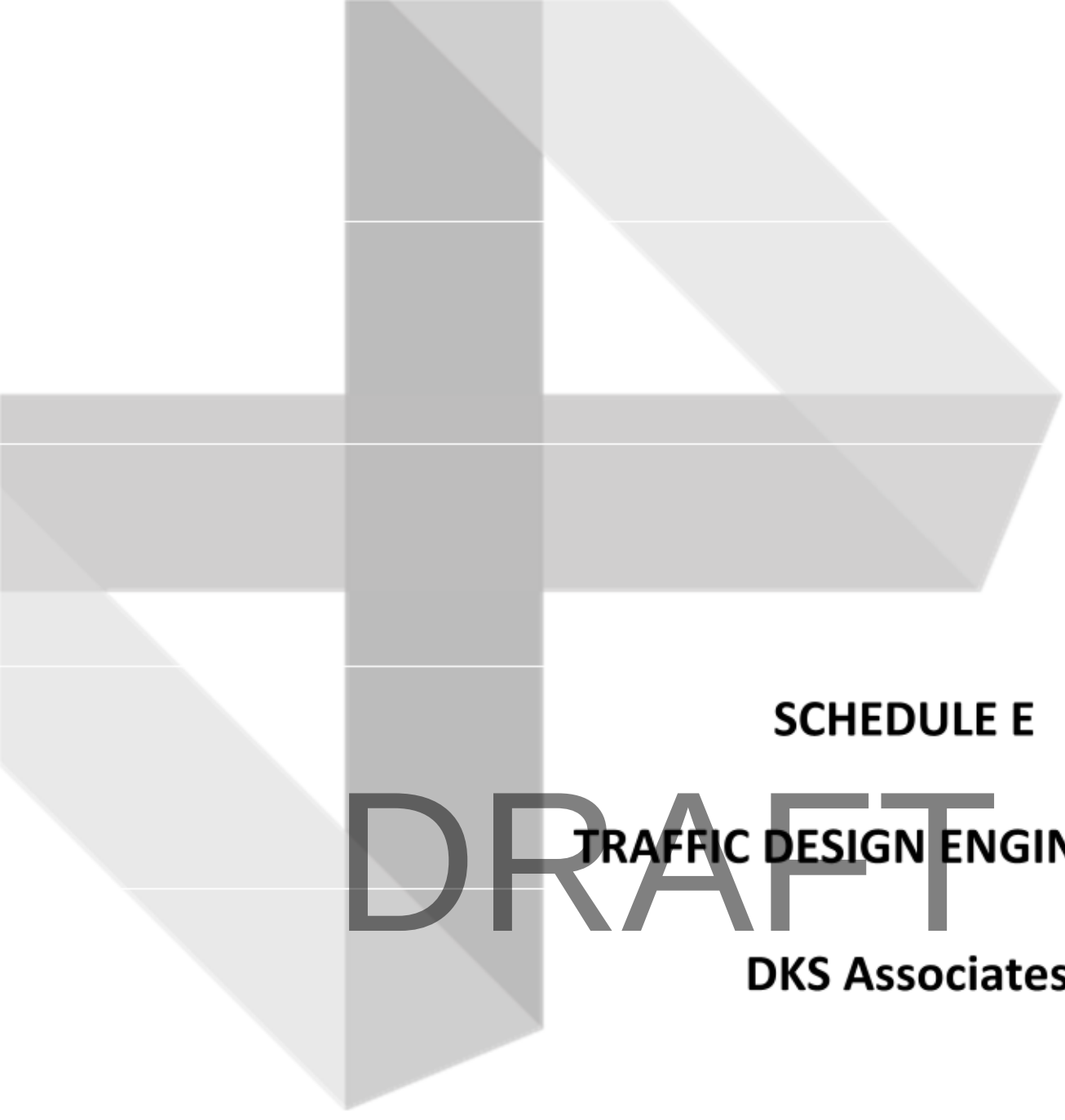
KDY:sn
Attachments
One copy submitted (via email only)
Document ID: Longview-2-01-032422-geop-rev.docx
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DRAFT

The scope of services outlined in this agreement, the fees, and the General Terms and Conditions are hereby accepted and GeoDesign, Inc. dba NV5 is authorized to proceed. This agreement constitutes the entire agreement between the Client and GeoDesign, Inc. dba NV5 and supersedes all prior written or oral understandings.

_____ Organization	by	_____ Signature*
_____ Date		_____ Printed Name
		_____ Title

*Individual with contracting authority and responsible for payment of NV5's fees.



SCHEDULE E

DRAFT
TRAFFIC DESIGN ENGINEERING

DKS Associates



720 SW Washington St.
Suite 500
Portland, OR 97205
503.243.3500
www.dksassociates.com

SCOPE OF SERVICES

Task 1 – Project Coordination and Meetings

DKS Associates (DKS) will attend the following meetings:

- One virtual two-hour kickoff meeting with two staff
- Biweekly virtual project coordination meetings (up to 24 total meetings)
- Two meetings with the Complete Streets Committee
- Two public workshops
- Up to two Planning Commission/City Council workshops
- Two virtual two-hour design review meetings after the 60% and 90% deliverables for two staff

Task 2 – Data Collection

DKS shall collect turning movement counts at the study intersections (listed below) for weekday morning (7 to 9 AM) and evening (4 to 6 PM) peak periods. The counts shall include vehicles, freight, transit, pedestrians, and cyclists. DKS shall conduct 48-hour (15-minute interval) vehicle classification and speed counts on the corridor at three locations.

DKS shall conduct a field review of the study intersections during the morning (7 to 9 AM) and evening (4 to 6 PM) peak periods. DKS shall document posted speed limits, number of lanes, intersection geometries and control, traffic signal timing, existing pedestrian and bike facilities, and transit facilities. The field review will include observed vehicle operations (delays and queues), pedestrian and bicycle operations, bus operations, driveway spacing and interactions, safety issues and on-street parking.

The City shall provide traffic signal timing sheets for the signalized study intersections.

Task 3 – Transportation Analysis

The transportation analysis will evaluate the weekday morning and evening peak hours. The analysis will focus on the following study intersections:

- 17th Avenue/Larch Street/Washington Way
- 20th Avenue/Washington Way
- Kessler Boulevard/Washington Way
- Nichols Boulevard/Fir Street/Washington Way
- 26th Avenue/Nichols Boulevard
- 28th Avenue/Washington Way
- 30th Avenue/Washington Way
- 32nd Avenue/Washington Way

Existing and Future Year 2043 Baseline Conditions

Consultant shall summarize the existing transportation system and services in the study area. The summary shall include:

- Peak hour volumes of vehicles, freight, transit, bicyclists, or pedestrians at study intersections
- Average daily traffic volume on corridor
- Vehicle classifications and heavy vehicle percentage
- Transit service frequency, stop locations and ridership
- Functional classification of facilities
- On-Street parking supply and management (time limits, day of use, etc.).

DKS shall evaluate collision data for the last five available years on the study corridor and identify potential safety issues. DKS shall calculate the collision rate for the study intersections. Field observations will be used to determine additional areas of focus.

DKS shall conduct a multimodal Level of Traffic Stress (LTS) analysis for pedestrians and bicycles on the corridor. The assessment will be based on the pedestrian and bicycle facility inventory and conditions along the corridor.

DKS shall create a Synchro model to represent existing conditions on the study corridor. DKS shall evaluate the study intersections and report vehicle level of service, delay, v/c ratio, and queuing at key locations. Any existing operational deficiencies will be documented.

DKS shall develop year 2043 forecasts for the study intersections using the regional travel demand model. The model network and centroid connectors will be refined to a subarea level.

DKS shall revise the Synchro model to represent future year 2043 baseline volumes and conditions. DKS shall evaluate the study intersections and report vehicle level of service, delay, v/c ratio, and queuing at key locations. Any future baseline operational deficiencies and potential improvement needs will be documented. DKS shall estimate future baseline corridor travel times and speeds for the peak hours.

Future Year 2043 Corridor Alternatives Analysis

DKS shall conduct an operational analysis for year 2043 conditions for up to three study corridor concepts. This will include evaluating a reduction in travel lanes, removing the existing traffic signal at 20th Avenue and various lane and intersection configurations. The analysis will report vehicle level of service, delay, v/c ratio, and queuing at key locations compared to the future baseline conditions. DKS shall estimate future corridor travel times and speeds for the peak hours. Any operational deficiencies and potential improvements for each alternative will be documented.

DKS shall evaluate up to 5 pedestrian crossing locations on the study corridor and consider shorter crossing distances, refuge islands and other crosswalk enhancements. Enhanced crossing locations shall be coordinated with current and planned transit stops.

Based on the safety data, DKS will identify potential safety countermeasures to be incorporated in the corridor design and summarize the potential safety benefits of conceptual design elements. DKS will evaluate if there are locations where driveways could be consolidated or improved to reduce conflicts and enhance neighborhood walkability.

DKS shall prepare a Draft Transportation Analysis Report for City review. Based on comments received, DKS shall prepare a Revised Draft Transportation Analysis Report ready to be presented to the Complete Streets Committee and the public. Based on comments received, DKS shall prepare a Final Transportation Analysis Report.

Deliverables

- Draft Transportation Analysis Report
- Final Transportation Analysis Report

Task 4 – Traffic Signal Design

DKS shall prepare plans, specifications, and cost estimate for the modification of existing traffic signals at the following intersections to accommodate the roadway reconfiguration, buffered bike lanes, and ADA improvements:

- Washington Way and 20th Avenue
- Washington Way and Kessler Boulevard
- Washington Way and Nichols Boulevard
- Washington Way and 30th Avenue
- Washington Way and 32nd Avenue

Assumptions

- All traffic signal plans and specifications must conform to Manual on Uniform Traffic Control Devices, WSDOT, City of Longview, and National Electric Code standards as applicable. Consultant shall coordinate with the utility for service connections.
- No temporary signal plans or traffic signal detection plans will be created.
- DKS will prepare the following plan sheets:
 - Traffic signal legend – 1 sheet
 - Traffic signal plan – 5 sheets
 - Traffic signal details – 1 sheet

Deliverables

- Plans, specifications, and cost estimates at 60%, 90%, and Final submittals.

Task 5 – Signing/Striping and Traffic Control Plans Design Support

DKS will provide design support and help identify project solutions related to signing/striping and traffic control plans. DKS shall perform QA/QC review of the plans, specifications, and cost estimate for the signing and striping and traffic control plans.

- All signing/striping and traffic control plans and specifications will be designed and drafted by MacKay Sposito.

Deliverables

- QA/QC review of plans, specifications, and cost estimates at 60%, 90%, and Final submittals.

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Washington Way DBE Participation Plan

DBE Firm	Service	%	Budget
Global Transportation	S&S, TCP, Staging	5.3%	\$45,000.00
PointNorth Consulting	Public Engagement	8.9%	\$75,894.10
Aqua Terra Consulting	Cultural	1.1%	\$9,339.00
Total DBE Participation		15.3%	\$130,233.10

DRAFT

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD Civil 2018

B. Roadway Design Files

AutoCAD Civil 2018

DRAFT

C. Computer Aided Drafting Files

AutoCAD Civil 2018

D. Specify the Agency's Right to Review Product with the Consultant
TBD

E. Specify the Electronic Deliverables to Be Provided to the Agency
See Exhibit A for a full list of electronic deliverables.

F. Specify What Agency Furnished Services and Information Is to Be Provided
TBD

DRAFT

II. Any Other Electronic Files to Be Provided
TBD

III. Methods to Electronically Exchange Data
TBD

DRAFT

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

DRAFT

Exhibit D
Prime Consultant Cost Computations

Per the attached fee schedule and by reference hereto made part of this Agreement.

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Consultant Fee Determination - Summary Sheet
Negotiated Fee

City of Longview
Washington Way
Task Description:

Consultant Fee Determination

Date: 4/20/2022

Consultant: MacKay Sposito

Code		Man Hours					
LABOR	Classification	Hours		Rate		Dollars	
	Project Accountant	36	x	\$ 104.39	=	3,758.04	
	Project Manager Survey	30	x	\$ 138.67	=	4,160.10	
	GIS Mapping Specialist II	14	x	\$ 114.00	=	1,596.00	
	Environmental Specialist IV	88	x	\$ 105.76	=	9,306.88	
	Environmental Manager II	109	x	\$ 165.10	=	17,995.90	
	UAV Pilot	10	x	\$ 96.15	=	961.50	
	Survey Technician IV	116	x	\$ 86.53	=	10,037.48	
	Survey Instrument Person	250	x	\$ 60.43	=	15,107.50	
	Survey Party Chief	250	x	\$ 93.40	=	23,350.00	
	Land Surveyor IV	96	x	\$ 138.67	=	13,312.32	
	Principal	311	x	\$ 208.66	=	64,893.26	
	Design Lead	613	x	\$ 158.48	=	97,148.24	
	Project Engineer	842	x	\$ 138.67	=	116,760.14	
	Landscape Designer II	54	x	\$ 104.39	=	5,637.06	
	Engineer II	550	x	\$ 96.15	=	52,882.50	
	Engineering Manager	59	x	\$ 170.37	=	10,051.83	
	Engineer III	12	x	\$ 103.01	=	1,236.12	
	Design Technician III	659	x	\$ 94.77	=	62,453.43	
	Total Hours	4,099					
	Total DSC				=	510,647.47	

Reimbursables

Itemized	Quantity	Units		Rate		In Scope	
Mileage	3719.66	each	@	0.585	=	\$ 2,176.00	
Newspaper Publication Fees	300	total		300	=	\$ 300.00	
Reimbursables Total						\$ 2,476.00	

Public Outreach (Subconsultant)

PointNorth Consulting \$ 75,894.10

Cultural Investigations (Subconsultant)

Aqua Terra \$ 9,399.62

Geotechnical Investigations (Subconsultant)

NVS \$ 38,772.60

Traffic Analysis and Engineering (Subconsultant)

DKS \$ 166,726.00

Signing, Striping, Traffic Control & Staging Plans (Subconsultant)

GTE \$ 45,043.04

\$ 335,835.36

Grand Total 848,958.83

Project Name: Washington Way Option 2 Project Manager: Jason Irving MSI Job No.: TBD Client Job No.: TBD Date: 04/20/2022		MacKay Sposito, Inc.																										
		ESTIMATED HOURS AND EXPENSES																			SUBCONSULTANTS					Total Budget Amount		
		Project Accountant	Project Manager Survey	GIS Mapping Specialist II	Environmental Specialist IV	Environmental Manager II	UAV Pilot	Survey Technician IV	Survey Instrument Person	Survey Party Chief	Land Surveyor IV	Principal	Design Lead	Project Engineer	Landscape Designer II	Engineer II	Engineering Manager	Engineer III	Design Technician III	Expenses	Total	PointNorth Consulting, Inc.	Aqua Terra Cultural Resource Consultants	NVS	DKS Associates		GTE	Total Subconsultants
1.0 - Project Management	1.1 - Project Administration	36.00										60.00	70.00	26.00						\$1,023.75	\$32,000.41							\$32,000.41
	1.2 - Project Management											87.00	102.00	42.00							\$40,142.52							\$40,142.52
	1.3 - Subconsultant Coordination and Quality Assurance		10.00									40.00	130.00	66.00							\$39,487.72							\$39,487.72
	1.0 - Project Management Subtotal																				\$111,630.65							\$111,630.65
2.0 - Environmental Evaluation and Permitting	2.1 - Environmental Evaluation and Permitting Subtotal			14.00	88.00	109.00						13.00								\$370.00	\$31,981.36							\$31,981.36
	2.0 - Environmental Evaluation and Permitting Subtotal																				\$31,981.36							\$31,981.36
3.0 - Land Surveying	3.1 - Land Surveying Subtotal		20.00				10.00	116.00	250.00	250.00	96.00									\$58.50	\$65,600.70							\$65,600.70
	3.0 - Land Surveying Subtotal																				\$65,600.70							\$65,600.70
4.0 - Alternatives Analysis	4.1 - Alternatives Analysis Subtotal											32.00	21.00	32.00	34.00					\$117.00	\$18,108.90							\$18,108.90
	4.0 - Alternatives Analysis Subtotal																				\$18,108.90							\$18,108.90
5.0 - Civil Engineering	5.1 - 30% Design											4.00	32.00	90.00		101.00	3.00		48.00		\$33,157.52							\$33,157.52
	5.2 - 60% Design											12.00	77.00	256.00		252.00	10.00		347.00		\$109,024.26							\$109,024.26
	5.3 - 90% Design											15.00	66.00	138.00		109.00	40.00		140.00		\$63,288.99							\$63,288.99
	5.4 - 100% Design											9.00	52.00	136.00		88.00	6.00		120.00		\$49,833.84							\$49,833.84
	5.5 - Engineering Support for Environmental Permits											2.00	20.00	40.00							\$9,133.72							\$9,133.72
5.0 - Civil Engineering Subtotal																					\$264,438.33							\$264,438.33
6.0 - Construction Bidding Support	6.1 - Construction Bidding Support Subtotal												8.00	6.00				12.00	4.00	\$789.75	\$4,504.81							\$4,504.81
	6.0 - Construction Bidding Support Subtotal																				\$4,504.81							\$4,504.81
7.0 - Public Outreach - MSI	7.1 - Public Outreach - MSI Subtotal											37.00	35.00	10.00	20.00					\$117.00	\$16,858.72							\$16,858.72
	7.0 - Public Outreach - MSI Subtotal																				\$16,858.72							\$16,858.72
SUB1 - Public Outreach Point North																						\$75,894.10					\$75,894.10	\$75,894.10
SUB2 - Cultural Investigations - Aqua Terra																												\$9,399.62
SUB4 - Geotechnical Investigations and Pavement Design - NVS																												\$9,399.62
SUB5 - Traffic Analysis and Engineering - DKS																												\$38,772.60
SUB6 - Signing, Striping, Traffic Control, & Staging Plans (Estimate) - GTE																												\$166,726.00
SUB6 - Signing, Striping, Traffic Control, & Staging Plans (Estimate) - GTE Subtotal																												\$45,043.04
TOTAL		36.00	30.00	14.00	88.00	109.00	10.00	116.00	250.00	250.00	96.00	311.00	613.00	842.00	54.00	550.00	59.00	12.00	659.00									
WEIGHTED		104.39	138.67	114.00	105.76	165.10	96.15	86.53	60.43	93.40	138.67	208.66	158.43	138.67	104.39	96.15	170.37	103.01	94.77									
TOTAL		\$5,758.04	\$4,160.10	\$1,596.00	\$9,306.88	\$17,995.90	\$961.50	\$10,037.48	\$15,107.50	#####	#####	#####	#####	#####	\$5,637.06	#####	\$10,051.83	\$1,236.12	\$62,453.43	\$2,476.00	\$513,123.47	\$75,894.10	\$9,399.62	\$38,807.10	\$167,668.00	\$45,043.04	\$335,835.36	\$848,958.83
8.0 - Contingency Tasks	8.1 - Road Widening - Church Street Parking																				\$25,000.00							\$25,000.00
	8.2 - Additional ADA Ramps																				\$15,000.00							\$15,000.00
	8.3 - Additional Roadway Design																				\$50,000.00							\$50,000.00
	8.4 - Mini Roundabout																				\$35,000.00							\$35,000.00
	8.5 - Right of Way Resolution																				\$14,473.40							\$14,473.40
	8.6 - Cultural Investigations - Aqua Terra	- Establish APE																										\$1,965.00
		- Cultural Resources Survey																										\$8,786.00
		- Draft/Final Cultural Resources																										\$8,327.00
	8.7 - Informal BA																					\$20,119.26						\$20,119.26
8.0 - Contingency Tasks Subtotal																					\$159,592.66						\$19,078.00	\$178,670.66
TOTAL DOLLARS																					\$672,716.13						\$354,913.36	\$1,027,629.49

City of Longview - Washington Way
Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: _____
MacKay Sposito, Inc
18405 SE Mill Plan Blvd Suite 100
Vancouver, WA 98683

Job Classifications (Empty Types)	Direct Labor Rate	Overhead	Fixed Fee	All Inclusive
	NTE*	NTE*	NTE	Hourly Billing Rate NTE
		149.73%	10.00%	
Principal/Project Manager Design	\$75.96	\$113.73	\$18.97	\$208.66
Design Lead	\$57.69	\$86.38	\$14.41	\$158.48
Engineering Manager	\$62.02	\$92.86	\$15.49	\$170.37
Project Engineer	\$50.48	\$75.58	\$12.61	\$138.67
Engineer IV	\$40.50	\$60.64	\$10.11	\$111.25
Engineer III	\$37.50	\$56.15	\$9.36	\$103.01
Engineer II	\$35.00	\$52.41	\$8.74	\$96.15
Engineer I	\$31.25	\$46.79	\$7.80	\$85.84
Project Coordinator	\$30.00	\$44.92	\$7.49	\$82.41
Design Technician IV	\$35.00	\$52.41	\$8.74	\$96.15
Design Technician III	\$34.50	\$51.66	\$8.62	\$94.77
Landscape Manager	\$62.02	\$92.86	\$15.49	\$170.37
Project Manager - Landscape	\$47.29	\$70.81	\$11.81	\$129.91
Landscape Architect II	\$39.00	\$58.39	\$9.74	\$107.13
Landscape Designer II	\$38.00	\$56.90	\$9.49	\$104.39
Landscape Designer I	\$30.00	\$44.92	\$7.49	\$82.41
Public Involvement Associate/Mgr	\$62.50	\$93.58	\$15.61	\$171.69
Public Involvement Coordinator	\$28.00	\$41.92	\$6.99	\$76.92
Administrative Manager	\$33.65	\$50.38	\$8.40	\$92.44
Administrative Assistant	\$27.50	\$41.18	\$6.87	\$75.54
Clerical	\$21.50	\$32.19	\$5.37	\$59.06
Project Accountant	\$38.00	\$56.90	\$9.49	\$104.39
UAV Pilot	\$35.00	\$52.41	\$8.74	\$96.15
Environmental Manager II	\$60.10	\$89.99	\$15.01	\$165.10
Environmental Specialist IV	\$38.50	\$57.65	\$9.61	\$105.76
Environmental Specialist III	\$48.56	\$72.71	\$12.13	\$133.40
GIS Mapping Specilist II	\$41.50	\$62.14	\$10.36	\$114.00
Survey Party Chief	\$34.00	\$50.91	\$8.49	\$93.40
Survey Instrument Person	\$22.00	\$32.94	\$5.49	\$60.43
Land Surveyor IV	\$50.48	\$75.58	\$12.61	\$138.67
Land Surveyor III	\$48.48	\$72.59	\$12.11	\$133.18
Survey Technician IV	\$31.50	\$47.16	\$7.87	\$86.53
Survey Manager	\$59.91	\$89.70	\$14.96	\$164.57
Project Manager - Survey	\$50.48	\$75.58	\$12.61	\$138.67



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 8, 2021

MacKay Sposito, Inc.
1325 SE Tech Center Drive, Suite 140
Vancouver, WA 98683

Subject: Acceptance FYE 2020 ICR – Audit Office Review

Dear Jyoti Sohi:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2020 Indirect Cost Rate (ICR) of 149.73% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Per the attached fee schedule and by reference hereto made part of this Agreement.

DRAFT

August 19, 2019

Lisa Keohokalole Schauer, President
PointNorth Consulting, Inc.
19215 SE 34th St, Ste 106-353
Camas, WA 98607-8829

- Re: PointNorth Consulting, Inc.
Safe Harbor Indirect Cost Rate

Dear Ms. Keohokalole Schauer:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for PointNorth Consulting, Inc. We conducted our assessment based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

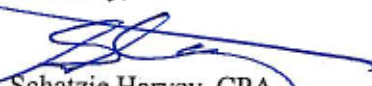
We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for PointNorth Consulting. The Safe Harbor rate is effective on August 19, 2019.

PointNorth Consulting has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to August 19, 2022. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,



Schatzie Harvey, CPA
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: PointNorth Consulting, Inc.

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:

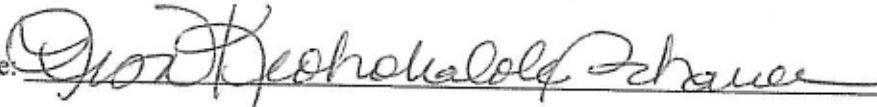
- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- An accounting system which separates indirect costs and direct costs*
- An accounting system which separates allowable and unallowable cost*
- A compliant job cost system which is general ledger driven*
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- A strong written internal control policy with a policy and procedures manual*

*Signature: 

*Name of Certifying Official (Print): Lisa Keohokolole Schauer

*Title: President

Date of Certification (mm/dd/yyyy): 08/08/2019

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

PointNorth Fees

1.0 Project Coordination and Management	\$20167.00
2.0 Early Outreach	\$25387.00
3.0 Identifying Preferred Alternative	\$4343.00
4.0 Design	\$14622.00
5.0 Pre-Construction	\$5,218.00
TOTAL LABOR	\$69737.00

Direct Expenses

Mileage: 91.2 miles (\$53.35) round-trip x 25 trips	\$1,333.75
Advertising Costs (newspaper ad, mailer, fact sheets, business cards, door hangers, QR code, comment forms, display boards, refreshments, Facebook boosts)	\$4,823.35
TOTAL DIRECT EXPENSES	\$6,157.10

TOTAL PROJECT COST ESTIMATE:	\$75894.10
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WA Way Proposed Budget - PointNorth Consulting

POINTNORTH

	Director / Principal	Sr. Community Engagement Associate	Community Engagement Associate	Hourly Total	Labor Total
1.0 Project Coordination and Management	54.00	36.00	24.00	114.00	\$ 20,167.00
2.0 Early Outreach	25.00	89.00	89.00	203.00	\$ 25,387.00
3.0 Identifying Preferred Alternative	9.00	11.00	8.00	28.00	\$ 4,343.00
4.0 Design	10.00	65.00	45.00	120.00	\$ 14,622.00
5.0 Pre-Construction	12.00	12.00	8.00	32.00	\$ 5,218.00
Total Hours	110.00	213.00	174.00	497.00	
Billable Rate (2021 WSDOT NTE ANTE)	\$250.80	\$122.40	\$92.40		
TOTAL LABOR	\$27,588	\$26,071	\$16,078		\$69,737.00

DRAFT

Date 5/23/21

Company Name: PointNorth Consulting Inc

Address: 19215 SE 34th Ave. Suite 106-353

City/ State/ Zip Camas, WA 98607

ICR

Fixed Fee

1.1

0.3

Subject: Safe Harbor Hourly Rate Statement

Attention: Manager, Consultant Services Office

Below are the highest anticipated hourly billing rates for the identified labor classifications.

PointNorth Consulting Inc certifies they have an accounting system that contains separate accounts or sub-accounts for unallowable costs in accordance with FAR (48 CFR Part 31), and the capacity to track direct costs that are allocable directly to projects.

PointNorth Consulting Inc also certifies they have a labor- charging/ time keeping system that is complete and sufficiently detailed to allow for a proper determination of direct and indirect labor costs.

Labor Classification	Labor Rate	Indirect Cost Rate	Fixed Fee	NTE Rate
Administrative Assistant	\$16.50	\$18.15	\$4.95	\$39.60
Intern	\$25.00	\$27.50	\$7.50	\$60.00
Administrative Coordinator	\$33.00	\$36.30	\$9.90	\$79.20
Accountant	\$33.00	\$36.30	\$9.90	\$79.20
Community Engagement Associate	\$38.50	\$42.35	\$11.55	\$92.40
Public Affairs Associate	\$44.00	\$48.40	\$13.20	\$105.60
Senior Community Engagement Associate	\$51.00	\$56.10	\$15.30	\$122.40
Community Engagement Manager	\$72.69	\$79.96	\$21.81	\$174.46
Public Affairs Manager	\$76.00	\$83.60	\$22.80	\$182.40
Senior Manager	\$79.20	\$87.12	\$23.76	\$190.08
Director / Principal	\$104.50	\$114.95	\$31.35	\$250.80

Respectfully,

Signature

Lisa Keohokalole Schauer

Title

President

October 2, 2020

Sarah Amell, Principal
Aqua Terra Cultural Resource Consultants
8525 Stoney Creek Lane SW
Olympia, WA 98512-2150

Re: Aqua Terra Cultural Resource Consultants
Safe Harbor Indirect Cost Rate Extension

Dear Ms. Amell:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Aqua Terra Cultural Resource Consultants in October 2014. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Aqua Terra Cultural Resource Consultants opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

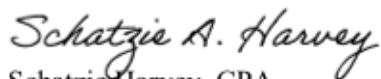
Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Aqua Terra Cultural Resource Consultants.

Aqua Terra Cultural Resource Consultants agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to June 30, 2022. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,



Schatzie Harvey, CPA
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

Note: Task 2, 3, and 4 are in contingency budget

Task	Consulting Staff				Labor	Direct Expenses	Total Price
	Project Manager	Principal Investigator	Historic Preservation Specialist	Project Arch	Total		
Task 1. Background Research	8	8	8	4	\$2,969		
Task 2. APE Memo	6	8	2	2	\$1,965		
Task 3. Cultural Resources Survey	6	20	48	20	\$8,786		
Task 4. Draft/Final Cultural Resource Assessment Report	12	36	24	12	\$8,327		
Task 5. Technical Consultation	44				\$6,351		
Task 6. Project Management					\$0		
Total hours	76	72	82	38			
Aqua Terra CRC billing rates	\$144	\$96	\$96	\$70			
Subtotals	\$10,970	\$6,912	\$7,872	\$2,645	\$28,399		
Direct Expenses							
500.00 Subcontractor							
521.00 Meals, and Lodging							
523.01 Computer/Faxes							
523.03 Equipment Rental							
523.04 Postage and Delivery							
523.05 Travel, Auto 135 miles p/day (.585 p/mile) # of days 1.00						\$79	
523.06 GIS/CAD/MAC							
523.07 Surveys and Reports							
523.08 Per Diem at \$160/day							
523.09 Project Supplies: Archival Paper							
529.00 Other Reimbursable Expenses							
Mark up on all non-labor costs and subcontractors:							
Direct expense subtotal						\$79	\$28,398.64
Grand Total							\$28,477.62

Date 3/14/22

Company Name:	Aqua Terra Cultural Resource Consultants
Address:	8525 Stoney Creek Lane SW
City/ State/ Zip	Olympia, WA 98512

Proposed ICR	Proposed Fixed Fee
1.1	0.3

Subject: Proposed Hourly Rate Statement

Attention: Manager, Consultant Services Office

Below are the highest anticipated hourly billing rates for the identified labor classifications.

Aqua Terra Cultural Resource Consultants certifies they have an accounting system that contains separate accounts or sub-accounts for unallowable costs in accordance with FAR (48 CFR Part 31), and the capacity to track direct costs that are allocable directly to projects.

Aqua Terra Cultural Resource Consultants also certifies they have a labor- charging/ time keeping system that is complete and sufficiently detailed to allow for a proper determination of direct and indirect labor costs.

Labor Classification	Labor Rate	Indirect Cost Rate	Fixed Fee	NTE Rate	Add Row
Project Manager	\$60.14	\$66.15	\$18.04	\$144.34	Delete Row
Principal Investigator	\$40.00	\$44.00	\$12.00	\$96.00	
Project Archaeologist	\$29.00	\$31.90	\$8.70	\$69.60	
Cultural Resource Specialist 1	\$21.00	\$23.10	\$6.30	\$50.40	
Cultural Resource Specialist 2	\$23.00	\$25.30	\$6.90	\$55.20	
Historic Preservation Specialist	\$40.00	\$44.00	\$12.00	\$96.00	
Cultural Resource Technician 1	\$17.00	\$18.70	\$5.10	\$40.80	
Cultural Resource Technician 2	\$20.00	\$22.00	\$6.00	\$48.00	
Senior Archaeologist	\$35.00	\$38.50	\$10.50	\$84.00	

Respectfully,

Signature

Sarah Amell
Digitally signed by Sarah Amell
Date: 2020.10.05 10:32:09 -07'00'

Title

--

May 25, 2022

Monica Leal, President
Global Transportation Engineering Corporation
227 SW Pine St, Ste 220
Portland, OR 97204-2700

Re: Global Transportation Engineering Corporation
Safe Harbor Indirect Cost Rate Extension

Dear Monica:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Global Transportation Engineering Corporation in March 2016. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Global Transportation Engineering opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Global Transportation Engineering.

Global Transportation Engineering agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered prior to June 30, 2023. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,



Schatzie Harvey, CPA
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Global Transportaton Engineering 227 SW Pine St, Suite 220 Portland, OR 97204				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NT	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		110.00%	15.00%	
Principa/Project Manager 3	\$ 54.00	\$59.40	\$8.10	\$121.50
Sr. Project Engineer 3	\$ 54.00	\$59.40	\$8.10	\$121.50
Engineering Associate 1	\$ 34.36	\$37.80	\$5.15	\$77.31
Engineering Associate 2	\$ 31.23	\$34.35	\$4.68	\$70.27
Tech XIV	\$ 36.34	\$39.97	\$5.45	\$81.77

DRAFT



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

March 16, 2022

AE U.S. Operations of NV5 Global, Inc.
9450 SW Commerce Circle, Suite 300
Wilsonville, OR 97070

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Krey Younger:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Clifton Larson Allen, LLP as follows:

- Home Rate: 134.64% of direct labor
(rate includes 0.08% Facilities Capital Cost of Money)
- Field Rate: 122.66% of direct labor

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

Mar 21, 2022

EKJ:ah

Labor Costs Fee Estimate Pavement Engineering and Hazardous Materials Services Washington Way Rehabilitation Project Longview, Washington															
Title	Principal	Senior Associate	Associate	Senior Project Engineer	Project Manager II	Project Manager I	Tech Specialist I	Engineering/Geological Staff II	SR Tech/CAD	Senior Project Assistant	Project Assistant	Support Staff	Outside Services	Reimbursables	NV5
Hourly Rate	\$226.17	\$142.31	\$135.26	\$127.02	\$115.27	\$94.09	\$90.57	\$74.10	\$96.44	\$70.63	\$75.99	\$102.53	--	--	--
Pavement															
Project Management, Permits, Meetings	20.0	--	--	--	--	--	4.0	--	--	--	--	--	--	\$185.00	\$4,885.68
Field Investigation	3.0	--	--	--	--	--	52.0	--	--	--	--	2.0	\$8,300.00	\$4,696.00	\$5,593.21
Analysis and Reports	19.0	--	--	--	--	--	31.0	--	5.0	3.0	2.0	--	--	--	\$7,950.97
Hazardous Materials Discipline Report															
Project Management/Coordination	2.0	--	--	--	4.0	--	--	--	--	--	--	--	--	--	\$913.42
Field Activities	--	--	--	--	--	--	--	14.0	--	--	--	--	--	--	\$1,037.40
Analaysis and Report	2.0	--	--	--	4.0	--	--	32.0	8.0	4.0	1.0	0.5	\$600.00	\$145.00	\$4,465.92
Totals															
Hours	46.0	0.0	0.0	0.0	8.0	0.0	87.0	46.0	13.0	7.0	3.0	2.5	--	--	212.5
Labor Costs	\$10,403.82	\$0.00	\$0.00	\$0.00	\$922.16	\$0.00	\$7,879.59	\$3,408.60	\$1,253.72	\$494.41	\$227.97	\$256.33	--	--	\$24,846.60
Non-Labor Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,900.00	\$5,026.00	--
Total	\$10,403.82	\$0.00	\$0.00	\$0.00	\$922.16	\$0.00	\$7,879.59	\$3,408.60	\$1,253.72	\$494.41	\$227.97	\$256.33	\$8,900.00	\$5,026.00	\$38,772.60
Notes: --: not applicable															

NON LABOR COSTS (INCLUDED IN FEES ON PREVIOUS PAGE)

Non-Labor Costs Fee Estimate Pavement Engineering and Hazardous Materials Services Washington Way Rehabilitation Project Longview, Washington											
Task	Outside Services					Reimbursable					Totals
	Utility Locate	Traffic Control (4 days)	Drilling (3 days)	Regulatory Database Report	Subtotal	Mileage	Falling Weight Deflectometer	General Field Equipment	Laboratory Testing	Subtotal	
Pavement											
Field Investigation	\$600.00	\$3,500.00	\$4,200.00	—	\$8,300.00	560.00	\$2,100.00	\$300.00	\$1,736.00	\$4,696.00	\$12,996.00
Project Management/Meetings	—	—	—	—	\$0.00	185.00	—	—	—	\$185.00	\$185.00
Hazardous Materials Memorandum											
Memorandum	—	—	—	\$600.00	\$600.00	95.00	—	\$50.00	—	\$145.00	\$745.00
Totals	\$600.00	\$3,500.00	\$4,200.00	\$600.00	\$8,900.00	\$840.00	\$2,100.00	\$350.00	\$1,736.00	\$5,026.00	\$13,926.00
Notes: —: not applicable											

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Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: _____

NV5 Global, Inc.

200 South Park Road, Suite 350

Hollywood, FL 33201

Job Classifications	Direct Labor Rate NTE*	Overhead NTE* 134.64%	Fixed Fee NTE 10.00%	All Inclusive Hourly Billing Rate NTE
Principal	\$92.45	\$124.47	\$10.00	\$226.92
Senior Associate	\$58.17	\$78.32	\$5.82	\$142.31
Associate	\$55.29	\$74.44	\$5.53	\$135.26
Senior Project Manager	\$51.92	\$69.91	\$5.19	\$127.02
Project Manager II	\$47.12	\$63.44	\$4.71	\$115.27
Project Manager I	\$38.46	\$51.78	\$3.85	\$94.09
Technical Specialist I	\$37.02	\$49.84	\$3.70	\$90.57
Engineering/Geological Staff III	\$38.94	\$52.43	\$3.89	\$95.26
Engineering/Geological Staff II	\$30.29	\$40.78	\$3.03	\$74.10
Engineering/Geological Staff I	\$30.29	\$40.78	\$3.03	\$74.10
Senior CAD Technician	\$39.42	\$53.08	\$3.94	\$96.44
CAD	\$35.64	\$47.99	\$3.56	\$87.19
Senior Technician	\$39.42	\$53.08	\$3.94	\$96.44
Technician II	\$24.58	\$33.09	\$2.46	\$60.13
Technician I	\$24.00	\$32.31	\$2.40	\$58.71
Senior Project Assistant/Senior Technical Editor	\$28.87	\$38.87	\$2.89	\$70.63
Project Assistant/Technical Editor	\$31.06	\$41.82	\$3.11	\$75.99
Support Staff	\$41.91	\$56.43	\$4.19	\$102.53



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

October 15, 2021

DKS Associates, Inc.
720 SW Washington Street, Suite 500
Portland, OR 97205

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Mike Thomas:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 181.87% of direct labor (rate includes 0.11% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Moss Adams, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Longview Washington Way Design
Proposed budget by task - DKS Associates
4/8/2022

	PIC	PM	STE	TE	DE	CAD	Admin	DKS Labor	Expenses	Total
	\$259.36	\$192.08	\$202.47	\$137.51	\$126.91	\$86.29	\$110.94			
Task 1: Project Coordination and Meetings		27	30	12	15		12	\$16,145	\$0	\$16,145
Task 2: Data Collection			1	4			2	\$974	\$4,900	\$5,874
Task 3: Transportation Analysis	8	40	60	140	40		8	\$47,122	\$0	\$47,122
Task 4: Traffic Signal Design	12	120			360	240	8	\$93,447	\$100	\$93,547
Task 5: Signing/Striping and Traffic Control Plans Design Support	1	8		2	12		4	\$4,038	\$0	\$4,038
Total Non-Contingency	21	195	91	158	427	240	34	\$161,726	\$5,000	\$166,726

Legend:

PIC = Principal-in-Charge (Senior Transportation Engineer)

PM = Project Manager (Transportation Engineer 5)

STE = Senior Transportation Engineer (Transportation Planning Specialist 3)

TE = Transportation Engineer (Transportation Planning Specialist 1)

DE= Design Engineer (Transportation Engineer 3)

CAD = Drafter (CAD Technician)

Admin = Project Administrator (Administrative Assistant 4)

Expenses

48-hour class and speed survey at 3 locations

\$ 900

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Actuals Not To Exceed Table (ANTE)

Project: City of Longview Washington Way Roadway

DKS Associates

720 SW Washington St., Ste. 500

Portland, OR 97205

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Profit NTE	All Inclusive Hourly Billing Rate NTE
		181.87%	10.00%	
ADMINISTRATIVE ASSISTANT 3	\$22.88	\$41.61	\$6.45	\$70.94
ADMINISTRATIVE ASSISTANT 4	\$35.78	\$65.07	\$10.09	\$110.94
ADMINISTRATIVE ASSISTANT 5	\$39.64	\$72.09	\$11.17	\$122.91
CAD TECHNICIAN	\$27.83	\$50.61	\$7.84	\$86.29
COMMUNICATIONS DESIGNER 2	\$40.90	\$74.38	\$11.53	\$126.81
COMMUNICATIONS DESIGNER 4	\$51.11	\$92.95	\$14.41	\$158.47
TRANSPORTATION ENGINEERING ASSISTANT	\$32.71	\$59.49	\$9.22	\$101.42
TRANSPORTATION ENGINEER/DESIGNER 2	\$34.88	\$63.44	\$9.83	\$108.15
TRANSPORTATION ENGINEER/DESIGNER 3	\$40.93	\$74.44	\$11.54	\$126.91
TRANSPORTATION ENGINEER/DESIGNER 4	\$56.51	\$102.77	\$15.93	\$175.21
TRANSPORTATION ENGINEER/DESIGNER 5	\$61.95	\$112.67	\$17.46	\$192.08
SENIOR TRANSPORTATION ENGINEER	\$83.65	\$152.13	\$23.58	\$259.36
TRANSPORTATION ENGINEER INTERN	\$31.00	\$56.38	\$8.74	\$96.12
TRANSPORTATION PLANNING SPECIALIST 1	\$44.35	\$80.66	\$12.50	\$137.51
TRANSPORTATION PLANNING SPECIALIST 3	\$65.30	\$118.76	\$18.41	\$202.47
TRANSPORTATION PLANNING SPECIALIST 5	\$71.64	\$130.29	\$20.19	\$222.12
SENIOR ITS/TRANSPORTATION PLANNER	\$60.64	\$110.29	\$17.09	\$188.02

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Longview
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

DRAFT

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
MacKay & Sposito, Inc.

whose address is

18405 SE Mill Plain Blvd Suite 100, Vancouver, WA 98683

and that neither the above firm nor I have

- 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 AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- 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 this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Longview

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

MacKay & Sposito, Inc.

Consultant (Firm Name)

DRAFT

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Longview

I hereby certify that I am the:

☐

☒ Other

of the City of Longview, and City of Longview

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

DRAFT

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

MacKay & Sposito, Inc.

Consultant (Firm Name)

DRAFT

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

MacKay & Sposito, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: MacKay & Sposito, Inc.

Signature

Title

Date of Execution _____***.

DRAFT

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

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Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

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Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

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City of Longview

Agenda Summary

CONSULTANT AGREEMENT WITH GIBBS AND OLSON, INC FOR PRELIMINARY DESIGN AND COST ESTIMATE FOR THE CLARK CREEK PUMP STATION EVALUATION PROJECT

RECOMMENDED ACTION:

MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTANT AGREEMENT WITH GIBBS AND OLSON, INC.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Provide sustainable water quality & environmental infrastructure.

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

There are five booster pump stations and five reservoirs serving the northwest portion of the City's water system. The continual maintenance and replacement costs for each of the 1960's era stations are rising and each station will need replaced in the near future.

This contract will evaluate the option of consolidating the pump stations and reservoirs to reduce costs and improve reliability of this area of the water system. To name a few benefits, a single pump station could increase the service area, reduce installation costs, reduce maintenance, and simplify operations. The construction of a consolidated reservoir system could equally benefit costs of operation and maintenance.

Two alternatives will be evaluated with a cost-benefit analysis versus keeping plans status quo. This will assist the City with capital improvement plans and maintenance and operations budgeting. We are anticipating a year long evaluation process.

In accordance with state law, staff selected Gibbs and Olson, inc. as the most qualified firm to perform the design work for this project. The proposed scope of work is attached.

FINANCIAL SUMMARY:

The contract amount for preliminary design is \$300,000. The cost of this contract will be paid for by the ARPA Funds.

STAFF CONTACT:

Karl Enyeart, Project Engineer

Attachments:

1. Clark-Creek-PS-Evaluation-Agreement

Agreement For Engineering Services

Agreement Number _____

Agreement Type (Choose One)

☐ **Lump Sum**

Lump Sum Amount \$ _____

☐ **Cost Plus Fixed Fee**

Overhead Progress Payment Rate _____ %

Overhead Cost Method

☐ Actual Cost

☐ Actual Cost Not To Exceed _____ %

☐ Fixed Rate _____ %

Fixed Fee \$ _____

☒ **Specific Rates Of Pay**

☒ Negotiated Hourly Rate

☐ Provisional Hourly Rate

☐ **Cost Per Unit of Work**

Engineer/Address/Telephone

Gibbs & Olson, Inc.

1157 3rd Avenue

P.O. Box 400

Longview, WA 98632

Phone : 360-425-0991

Project Title And Work Description

Clark Creek Pump Station Evaluation Project

DBE Participation

☐ Yes ☒ No _____ %

DBE Participation

☐ Yes ☒ No _____ %

Federal ID Number or Social Security Number

91-0727389

Do you require a 1099 for IRS? Completion Date

☐ Yes ☒ No **June 30, 2023**

Total Amount Authorized **\$300,000**

Management Reserve Fund **\$0**

Maximum Amount Payable **\$300,000**

THIS AGREEMENT, made and entered into this _____ day of _____ 2022, between the City of Longview, WA, hereinafter called the "CITY", and the above organization hereinafter called the "ENGINEER".

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above referenced project; and

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

WHEREAS, the ENGINEER 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 CITY,

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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The ENGINEER shall furnish all services, labor and related equipment necessary to conduct 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. The standard of care applicable to ENGINEER'S Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said Services are performed. ENGINEER will re-perform any Services not meeting this standard without additional compensation.

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 CITY.

The ENGINEER shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the ENGINEER sufficient notice prior to meetings requiring ENGINEER participation. The ENGINEER shall prepare a monthly progress report, in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so the progress of the work can easily be evaluated.

All reports, PS&E materials, and other data furnished to the ENGINEER by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products in hard copy or electronic format prepared by the ENGINEER prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the ENGINEER.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER

makes no warranty that CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections or estimates.

If CITY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, CITY will employ an independent cost estimator, contractor, or other appropriate advisor.

IV TIME FOR BEGINNING AND COMPLETION

The ENGINEER shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. 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 exceeded because of any delays attributable to the ENGINEER, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the ENGINEER. A prior amended agreement issued by the CITY is required to extend the established completion time.

V PAYMENT

The ENGINEER shall be paid by the CITY 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 CITY permits subcontracts for those items of work as shown in Exhibit "F" attached hereto, and by this reference made part of this AGREEMENT. Compensation for this subconsultant work shall be based on the cost shown on Exhibit "D" attached hereto, and by this reference made 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 CITY.

All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

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

VII EMPLOYMENT

Any and all employees of the ENGINEER or other persons while engaged in the performance of any work or services required of the ENGINEER under this AGREEMENT, shall be considered employees of the ENGINEER only and not of the CITY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, shall be the sole obligation and responsibility of the ENGINEER.

VIII TERMINATION OF AGREEMENT

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

In the event this AGREEMENT is terminated by the CITY other than for default on the part of the ENGINEER, a final payment shall be made to the ENGINEER as shown in Exhibit "E" attached hereto, and by this reference made part of this AGREEMENT, for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the ENGINEER of the Notice to Terminate. If the accumulated payment made to the ENGINEER 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 ENGINEER shall immediately reimburse the CITY for any excess paid.

If the services of the ENGINEER are terminated by the CITY for default on the part of the ENGINEER, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the ENGINEER 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 CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY 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 ENGINEER was not in default or that the ENGINEER's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the ENGINEER or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the

principally involved employee, the surviving members of the ENGINEER hereby agree to complete the work under the terms of this AGREEMENT, unless requested otherwise by the CITY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the ENGINEER and the CITY, if the CITY so chooses.

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

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

IX CHANGES OF WORK

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

X DISPUTES

Any dispute concerning questions of fact in connections with the work not disposed of by AGREEMENT between the ENGINEER and the CITY shall be referred for determination to the Director of Public Works or City Engineer of the CITY, 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 Work's or City Engineer's decision, that decision shall be subject to de novo judicial review.

XI 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 Cowlitz County Superior court. 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 ENGINEER hereby consents to the personal jurisdiction of Cowlitz County Superior Court within the State of Washington.

XII LEGAL RELATIONS AND INSURANCE

The ENGINEER 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 the State of Washington.

The ENGINEER shall indemnify and hold the CITY, its agents, 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 ENGINEER's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require the ENGINEER to indemnify the CITY against and hold harmless the CITY and its agents, officers and employees from claims, demands or suits based solely upon the conduct of the CITY and its 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 ENGINEER's agents or employees and (b) the CITY and its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the ENGINEER's negligence or the negligence of the ENGINEER's agents or employees.

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

The ENGINEER specifically assumes potential liability for actions brought by the ENGINEER's own employees against the CITY and, solely for the purpose of this indemnification and defense, the ENGINEER specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The ENGINEER 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 CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the ENGINEER shall provide on-call assistance to the CITY during contract administration. By providing such assistance, the ENGINEER 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 ENGINEER 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 ENGINEER, the CITY will be named on all policies as an additional insured. The ENGINEER shall furnish the CITY with verification of insurance and endorsements required by this AGREEMENT. The CITY reserves the right to examine all required insurance policies during normal business hours at the location such policies are maintained.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The ENGINEER shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the CITY.

No cancellation of the foregoing policies shall be effective without thirty (30) days' prior notice to the CITY.

The ENGINEER's professional liability to the CITY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater. In no case shall the ENGINEER's professional liability to third parties be limited in any way.

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

XIII EXTRA WORK

- A. The CITY 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 CITY 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 ENGINEER must submit its "request for equitable adjustment" (hereafter referred to as "claim") under this clause within 30 days from the date of the receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before the final payment of the AGREEMENT.

- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the ENGINEER from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions 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 amendment to this AGREEMENT.

XIV ENDORSEMENT OF PLANS

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

XV CERTIFICATION OF THE ENGINEER AND THE CITY

Attached hereto is Exhibit "A" Certification of the ENGINEER and Certification regarding debarment, suspension and other responsibility matters – primary covered transaction, and by this reference made part of this AGREEMENT.

XVI COMPLETE AGREEMENT

This document and referenced attachments contain 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 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.

XVII SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid terms, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

XVIII HEADINGS

The headings to the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

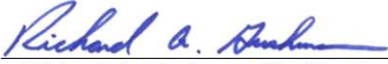
XIX
EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same Agreement. The ENGINEER does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the ENGINEER, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

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

GIBBS & OLSON, INC.

CITY OF LONGVIEW

By 
Richard A. Gushman, President

By _____
Kurt Sacha, City Manager

APPROVED AS TO FORM

By _____
James J. McNamara, City Attorney

Exhibit A
Certification of ENGINEER

I hereby certify that I am Richard A. Gushman and am a duly authorized representative of the firm of Gibbs & Olson, Inc. whose address is PO Box 400, Longview, WA 98632 and that neither I nor the above firm has been:

- (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 ENGINEER) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or to retain the services of any 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 ENGINEER) 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 the requirements of the Board of Professional Registration.

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

May 31, 2022

(Date)



(Signature) President or Authorized Official of ENGINEER

Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or CITY;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

May 31, 2022

(Date)



(Signature) President or Authorized Official of ENGINEER

Exhibit B
Scope of Work
Clark Creek Pump Station Evaluation

PROJECT DESCRIPTION

The City desires to evaluate phased replacement of some or all of the small volume reservoirs (Niemi, Trella, North 50th, Indian Creek, and Columbia View) and the associated old and inefficient booster pump stations that convey water to each of these reservoirs. The City may replace these reservoirs with one or two new reservoirs at appropriate elevation(s) to serve five pressure zones (415, 463, 531, 653 and 660) with water conveyed to either the existing or new reservoir(s) by the proposed master water pump station to be sited near Clark Creek Road. The new system will include pressure reducing valve (PRV) stations to reduce service pressure as water is distributed to downhill customers if new reservoirs are constructed. The City anticipates this project will include approximately 17,000 feet of new water main, replacement of approximately 8,000 feet of existing water main and associated multiple PRV stations, installation of a new main pump station, and possible construction of 1 to 2 new reservoirs. Easement or property acquisition encompassing multiple parcels is anticipated for the main pump station location, the preferred pipeline route(s), and reservoir site(s). The City has performed some conceptual evaluation on potential pump station siting, pipeline routing and reservoir siting but has not yet determined preferred routing or siting.

The first phase of this project is to review and discuss the preliminary work performed by the City. It is anticipated that 2 to 3 alternatives will be identified for further evaluation of potential main pump station, reservoir sites and transmission and distribution pipeline routing using available LiDAR topographic data, Cowlitz County parcel information, and available geotechnical information including the WDNR Geologic Information Website.

INFORMATION TO BE PROVIDED TO ENGINEER BY CITY

To assist in a timely and thorough preparation of the alternatives analysis, the City shall provide the following items and services to the Engineer as available:

- A. Preliminary evaluation work performed by the City.
- B. Copies of available drawings and other relevant information for the existing reservoirs, pump stations and utilities along the proposed routes.
- C. Existing pump curves for the pumps at the existing pump stations.

SERVICES NOT INCLUDED IN THIS SCOPE OF WORK

The following services are not included in the scope of work for these projects.

- A. No final design, bid phase or construction phase services are included in this scope of work. The City and Engineer anticipate amending this Agreement to incorporate final design and bid phase services for this project near the end of the route evaluation and preliminary design phase.

ASSUMPTIONS

The identified Scope of Work is based on the following assumptions. If any ultimate facts or events differ from these assumptions, Engineer's scope of work, schedule and budget shall be adjusted accordingly.

- A. The project is funded by the American Rescue Plan Act (ARPA) and City funds.
- B. No field survey work will be performed for this phase of the project. Topographic information will be based on available LiDAR data.
- C. No field geotechnical explorations will be performed for this phase of the project.
- D. No cultural or historical resource evaluation or investigation will be performed for this phase of the project.
- E. No wetland, biological or habitat investigation or reports are required for this phase of the project.
- F. Record or design drawings are available for each existing pump station and reservoir.
- G. Property ownership will be based on the Cowlitz County Assessor website.

SCOPE OF WORK

The following tasks will be performed for the planning and conceptual design phase of this project.

TASK 1 - MEETINGS AND PROJECT ADMINISTRATION

Engineer shall provide project administration and attend meetings as follows:

General project administration.

- A. Adjust the scope, schedule and budget as necessary and update the scope, schedule and budget as the project proceeds.
- B. Prepare monthly narrative progress reports during project and submit them to the City for review.
- C. Review the routing alternatives and evaluation of alternatives with City staff as appropriate to review progress, information obtained and discuss specific items for each alternative.

TASK 2 - REVIEW CITY'S CONCEPTUAL EVALUATION INFORMATION

The Engineer will review the preliminary work completed by the City and meet with the City to discuss.

TASK 3 - IDENTIFY TWO ALTERNATIVES TO BE EVALUATED FOR PUMP STATION, RESERVOIRS, AND TRANSMISSION & DISTRIBUTION PIPING

The Engineer will work with City staff to identify two (2) alternatives that will be evaluated for alternatives will be identified for further evaluation of potential main pump station, reservoir sites and transmission and distribution pipeline routing. This will be accomplished using available LiDAR topographic data, Cowlitz County parcel information, and

available geotechnical information, including the Washington Department of Natural Resources (WDNR) Geologic Information Website.

TASKS 4A & 4B – EVALUATE EACH ALTERNATIVE

The Engineer will evaluate each identified potential alternative for the following items:

- A. Ability for proposed reservoir site(s) to provide service to the five pressure zones.
- B. Required easements or property acquisition and an estimated cost of obtaining easements or property for the main pump station, reservoir(s), PRV sites and pipeline routing. The item includes a \$3,500 allowance for recorded survey and title report research for each alternative. Current real estate market information will be utilized to develop planning level estimates of cost for each easement or property identified to be required. Formal appraisal work will not be performed as part of this task.
- C. Desktop evaluation of slope stability and constructability issues and risk factors of proposed pump station site(s), proposed reservoir site(s), and pipeline alignment including a geologic site reconnaissance for this alternative. Where the pipeline will be routed up the hillside, significant surface drainage patterns, landslide scarps, tension cracks, and other features of unstable subsurface soil conditions will be noted and mapped, if identified.
- D. Preliminary approaches for geologic hazard mitigation, pump station, reservoir and pipeline construction. If areas are identified that need additional subsurface information to confirm the design and construction approach, a detailed exploration program to obtain additional data and subsurface characterization will be recommended for inclusion in the next phase of the project if the alternative is determined to be the preferred alternative.
- E. Seismic design considerations for the proposed pump station and reservoir site(s), if appropriate.
- F. Environmental issues, if any, to be addressed and required environmental permitting required for implementation of the alternative.
- G. Engineer will perform hydraulic calculations and computer water modeling, if applicable, to determine the effectiveness of the alternative in improving reliable water service to the five pressure zones and to determine required pump, pipe, and reservoir sizing, and PRV station locations.
- H. Planning Level Cost Estimate. The Engineer will prepare a planning level budgetary construction cost estimate for each alternative based on planning level information for comparison with the other alternatives evaluated.

TASK 5 – PREPARE TECHNICAL MEMORANDUM SUMMARIZING ROUTE ALTERNATIVE EVALUATIONS

- A. Technical Memorandum: The Engineer will prepare a technical memorandum summarizing the information and findings from the above listed items for each alternative evaluated.

- B. Determination of Preferred Alternative. The Engineer will meet with the City to review the evaluated route alternatives and will coordinate with the City to determine the preferred route alternative. Engineer will prepare a technical memo summarizing the alternatives and identifying the preferred alternative and design criteria for this alternative. The technical memo for the preferred alternative will be the start of the project design report that will need to be submitted to the Washington State Department of Health (DOH) for review and approval under WAC 246-290-110. This report cannot be submitted to DOH until final design is approximately 90% complete. The draft report will be updated when appropriate during final design of the preferred alternative.

TASK 6 - PUBLIC OUTREACH - OPTIONAL AT CITY'S DISCRETION

If desired by the City, the Engineer will perform the following items:

- A. Conduct one or two public workshops, with City staff, to present the alternatives evaluated, the preferred alternative, planning level cost opinion for the preferred alternative, property/easement requirements for preferred alternative, and bulleted summary of alternative evaluations to share with interested members of the public. Questions from the public will be addressed.
- B. Conduct one City Planning Commission workshop, with City staff, to review alternatives evaluated, the preferred alternative, planning level cost of the preferred alternative, and property/easement requirements for the preferred alternative.
- C. Conduct one City Council workshop, with City staff, to review alternatives evaluated, the preferred alternative, planning level cost of the preferred alternative, and property/easement requirements for the preferred alternative.

PLANNING AND CONCEPTUAL ENGINEERING SERVICES - SCHEDULE:

Tasks 1 through 6 above will occur between June 1 and March 2023.

DESIGN PHASE ENGINEERING SERVICES

Design phase engineering services are anticipated to be incorporated into this Agreement by amendment near the completion of the Planning and Conceptual Engineering services above.

Exhibit C
Payment
(Negotiated Hourly Rate)

The ENGINEER shall be paid by the CITY 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 for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

1. Hourly Rates

The ENGINEER shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit D attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the ENGINEER or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the CITY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

2. Direct Non-salary Costs

Direct non-salary costs will be reimbursed at the actual cost to the ENGINEER and any negotiated markup. 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 CITY. Automobile mileage for travel will be reimbursed as the current rate approved for CITY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for CITY employees. The billing for non-salary costs, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the ENGINEER. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Management Reserve Fund

The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the ENGINEER for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$50,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may be replenished in a subsequent supplemental agreement. Any changes requiring additional costs in excess of the "Management Reserve Fund" shall be made in accordance with Section XIII, "Extra Work".

4. Maximum Amount Payable

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable includes the Management Reserve Fund, but does not include payment for extra work as stipulated in Section XIII, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

5. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit D, including names and classifications of all employees, and invoices for all direct non-salary expenses. Undisputed invoices or portions thereof, are payable within 30 days of receipt.

6. Inspection of Cost Records

ENGINEER and his/her subconsultants will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to the CITY during ENGINEER's normal business hours for a period of 3 years after ENGINEER's final invoice for examination to the extent required to verify the

direct costs (excluding established or standard allowances and rates) incurred hereunder. The three-year retention period begins when ENGINEER receives final payment.

7. Final Payment

Final Payment of any balance due the ENGINEER of the gross amount earned will be made promptly upon its verification by the CITY 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 ENGINEER shall constitute a release of all claims for payment which the ENGINEER may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the ENGINEER prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the ENGINEER or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the ENGINEER, the ENGINEER will refund such overpayment to the CITY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the ENGINEER for any claims relating to the validity of a finding by the CITY of overpayment.

	Prin.	Engr. VI	Engr. V	Engr. IV	Engr. II	CAD II	PLS	Word Processor	Geotech Subcon.	Environ. Subcon.	Title Report Subcon.	Total Budget
Task 1 - Meetings and Project Administration												
Project Management, Administration & Monthly Progress Reports	24	36	12	12	0	0	4	4	\$ -	\$ -	\$ -	\$16,716
2 Meetings - Progress Meeting and Review Evaluation of Alternatives	4	8	8	8	0	0	0	4	\$ -	\$ -	\$ -	\$5,304
Task 2 - Review City's Conceptual Evaluation Information												
Review Preliminary Work Completed by City	4	8	8	8	8	0	0	0	\$ -	\$ -	\$ -	\$8,474
Meeting with City to Discuss	2	4	4	2	2	0	0	0	\$ -	\$ -	\$ -	\$6,032
Task 3 - Define the 2 Alternatives to be Evaluated for PS, Reservoirs & Piping												
(Coordinate with City Staff to Identify 2 Alternatives	6	12	16	16	16	8	0	0	\$ -	\$ -	\$ -	\$11,752
Task 4A - Evaluate Alternative 1												
Ability for proposed reservoir site(s) to provide service to 5 pressure zone:	8	16	24	24	32	12	0	0	\$ -	\$ -	\$ -	\$107,326
Identify Required Easements and Property Acquisition	4	8	12	4	16	24	24	4	\$ -	\$ -	\$ -	\$18,080
Desk Top Evaluation of Slope Stability and Constructability Issues	2	4	8	4	8	4	0	0	\$ 5,500	\$ -	\$ 3,500	\$17,200
Preliminary Approaches for Geologic Hazard and Risk Factors	2	4	8	4	8	4	0	0	\$ 5,500	\$ -	\$ -	\$10,820
Seismic design considerations for the proposed pump station and reservoir site(s)	2	4	8	4	8	4	0	0	\$ 5,500	\$ -	\$ -	\$10,820
Environmental Issues	2	4	8	4	8	4	0	0	\$ 5,500	\$ -	\$ -	\$10,820
Hydraulic Calculations/Modeling to Size Pump, Pipe, Reservoir & PRV station locations and improvements to water service	6	16	24	24	40	8	0	0	\$ -	\$ 5,500	\$ -	\$10,084
Prepare Planning Level Cost Estimate	2	12	24	8	24	0	0	1	\$ -	\$ -	\$ -	\$11,254
Task 4B - Evaluate Alternative 2												
Ability for proposed reservoir site(s) to provide service to 5 pressure zone:	8	16	24	24	32	12	0	0	\$ -	\$ -	\$ -	\$107,326
Identify Required Easements and Property Acquisition	4	8	12	4	16	24	24	4	\$ -	\$ -	\$ 3,500	\$17,200
Desk Top Evaluation of Slope Stability and Constructability Issues	2	4	8	4	8	4	0	0	\$ 5,500	\$ -	\$ -	\$10,820
Preliminary Approaches for Geologic Hazard and Risk Factors	2	4	8	4	8	4	0	0	\$ 5,500	\$ -	\$ -	\$10,820
Seismic design considerations for the proposed pump station and reservoir site(s)	2	4	8	4	8	4	0	0	\$ 5,500	\$ -	\$ -	\$10,820
Environmental Issues	2	4	8	4	8	4	0	0	\$ -	\$ 5,500	\$ -	\$10,084
Hydraulic Calculations/Modeling to Size Pump, Pipe, Reservoir & PRV station locations and improvements to water service	6	16	24	24	40	8	0	0	\$ -	\$ -	\$ -	\$18,248
Prepare Planning Level Cost Estimate	2	12	24	8	24	0	0	1	\$ -	\$ -	\$ -	\$11,254
Task 5 - Prepare Technical Memo Summarizing Route Alternative Evaluations												
Prepare Technical Memorandum	6	12	24	24	16	14	0	16	\$ -	\$ -	\$ -	\$25,224
Determination of Preferred Alternative	4	8	16	12	12	2	0	2	\$ -	\$ -	\$ -	\$8,936
Task 6 - Public Outreach - Optional at City's Discretion												
Conduct up to 2 Public Workshops with City Staff	6	8	8	2	4	4	0	4	\$ -	\$ -	\$ -	\$12,262
Conduct 1 City Planning Commission Workshop with City Staff	4	4	4	2	2	2	0	2	\$ -	\$ -	\$ -	\$3,254
Conduct 1 City Council Workshop with City Staff	4	4	4	2	2	2	0	2	\$ -	\$ -	\$ -	\$3,254
Subtotal	120	240	336	240	342	148	52	44	\$33,000	\$11,000	\$7,000	\$294,384
Reproduction												\$1,200
Mileage												\$150
Miscellaneous Project Expenses												\$1,012
TOTAL ESTIMATED BUDGET												\$300,000
2022 Rates	\$220	\$184	\$173	\$157	\$130	\$108	\$135	\$78				
12% markup on subconsultant costs												

Exhibit E
Payment Upon Termination Of Agreement
By The CITY Other Than For Fault Of The ENGINEER
(Refer to Agreement, Section VIII)

Lump Sum Contracts

A final payment shall be made to the ENGINEER 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 ENGINEER shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the ENGINEER 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 ENGINEER shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the ENGINEER for actual hours charged at the time of termination of this AGREEMENT plus any direct non-salary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

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

Exhibit F
Subcontractors

GEOTECHNICAL

Shannon & Wilson, Inc.
3990 SW Collins Way, Suite 203
Lake Oswego, OR 97035
Phone: 503.210.4750
Contact: Kevin Wood, PE
Email: KJW@shanwil.com
Work to be performed: Preliminary geotechnical evaluation

ENVIRONMENTAL

Ecological Land Services, Inc.
1157 3rd Avenue, Suite 220A
Longview, WA 98632
Phone: 360.578.1371
Contact: Francis Naglich
Email: Francis@eco-land.com
Work to be performed: Environmental permitting evaluation