



**CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP AGENDA
Monday, October 9, 2023
5:00 PM**

MEETING INFORMATION

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/89295884885>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. NEW BUSINESS

- A. Public Works: 32nd Underpass Procurement Method**
- B. Public Works: 2024-2026 Janitorial Services for City Facilities**
- C. Public Works: Jemtegaard Trail Improvements**
- D. Finance: 2024 Budget - Public Works O&M, LTAC, and Other**
- E. City Manager's Office: Interlocal Agreement with Vancouver Housing Authority for Rent Buy-down Program**

V. PUBLIC COMMENTS

VI. REPORTS AND COMMUNICATIONS

- A. CITY MANAGER**
- B. MAYOR**
- C. CITY COUNCIL**

VII. ADJOURNMENT

UPCOMING MEETINGS: Monday, October 23, 2023 Workshop at 5:00 pm and Council at 7:00 pm

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

10/9/2023

SUBJECT:

MEETING INFORMATION

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89295884885>

DEPT. OF ORIGIN:

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

No

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

10/9/2023

SUBJECT:

Janitorial Professional Services 2024-2026

DEPT. OF ORIGIN:

Public Works

REVIEWED AT:

N/A

TO BE RETURNED TO COUNCIL:

No

ATTACHMENTS:

📎 **PSA 2024-2026 Janitorial Services**

EXPENDITURE REQUIRED:

\$47,918.00

BUDGETED:

\$93,630.00

APPROPRIATION REQUIRED:

\$141,548.00

SUMMARY STATEMENT

Our current janitorial service is ceasing operations on December 31, 2023. In preparation, the city went out for bids for services effective January 1, 2024, for a 3-year term. The increased cost from our current 501-C3 provider and the low-bidder, Vancouver Janitorial was \$47,918.00, or an annual cost of \$141,548. The difference in the contract value has been added to the Facilities Professional Service line item in the proposed 2024 budget.

RECOMMENDED ACTION

To authorize the city manager to sign the professional services agreement with Vancouver Janitorial in the amount \$141,548.00 for the 3-year janitorial services contract.



City of Washougal
PUBLIC WORKS PURCHASING

Contract Information Form *(THIS FORM MUST ACCOMPANY EVERY CONTRACT)*

Contract Title: **Janitorial Services 2024 - 2026** Vault Filing Number: _____
Vendor Name: **Vancouver Janitorial Services LLC.** Vendor Number: **4167**
Contract Overview: **Janitorial Services 2024 - 2026** Contract Total: **\$141,548.00**

Project Manager: **Ryan Baker** Ext: **204** Department: **Public Works**

Project Number: **Multiple**

Budget Code(s): **001-04-518-205-5041**

Engineer's Project Estimate: \$ _____

Contract Price: \$ **\$141,548.00**

Type of Procurement Method: **MRSC Consultant Selection**

Project specifically identified in approved budget: N/A ☐ YES ☒ NO ☐ * if NO see below if project cost is greater than **\$50,000** for public works, professional services, and personal services.

Does project change exceed administrative discretion threshold? N/A ☐ YES ☐ NO ☒

If project exceeds administrative threshold, was it approved by Council? YES ☐ NO ☐ Click here to enter a date.

City of Washougal, Washington

PROFESSIONAL SERVICES AGREEMENT

Project Name Janitorial Services

This Agreement made and entered into this _____ day of _____ 2023, by and between the City of Washougal, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City," and Vancouver Janitorial Services LLC, hereinafter referred to as "Contractor," whose address is: 5601 E 18th Street Suite 106 Vancouver, WA 98661.

WHEREAS, the City desires to engage the Contractor to provide Janitorial Services and other related professional services for Janitorial Services, and Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES: The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement.

1. **Scope of Services:** Contractor agrees to:

- a) See attached Scope and Rates in **Cost Proposal DATED August 25, 2023**.
- b) Notwithstanding the provisions of section 14, "Amendments," the City may add other related professional services at its discretion.

This Agreement is a purchase of professional services at the hourly rates set forth in EXHIBIT B. Payment for these services are for time and materials not to exceed.

\$141,548.00 unless authorized in writing by the City. If additional time is needed, please refer to Section 4 of this agreement. A written amendment must be attached.

2. **Relation of Parties:** The Contractor, its sub-consultants, agents, and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, its sub-consultants, agents, and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding, or any other benefits afforded to City employees. The Contractor, sub-consultants, agents, and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

3. **Time of Performance:** The service of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed, services hereunder shall begin as of:

Begin date of January 1, 2024, and be completed as of:

End Date December 31, 2026.

4. **Delays and Extensions of Time:** If the Contractor is delayed at any time in the progress of providing service covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.
5. **Compensation and Schedule of Payments:** City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed supplemental 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 project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any. Payments will be submitted by mail or courier to City Hall located at 1701 C Street, Washougal, WA 98671. No faxed copies for payment will be accepted. Payments to Contractor shall be made within thirty (30) days from submission of each invoice.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's project name annotated on the executed copy of the contract **must** be referenced on any invoice submitted for payment.

6. **Ownership of Records and Documents:** All materials, writings and products produced by Contractor in the course of performing this Contract shall immediately become the joint property of the City and Contractor. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Contractor.
7. **Termination:** This Agreement may be terminated by either party upon not less than fifteen (15) days written notice. Additionally, this Agreement may be suspended in accordance with Section I of City of Washougal Resolution 1051.
8. **Evaluation and Compliance with the Law:** The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and

regulations.

9. **City Business and Occupation License & E-Verify Program:** Prior to performing work under this Agreement, Contractor shall secure a City of Washougal Business and Occupation License under W.M.C. 5.04.020.

The Contractor shall be registered with the Department of Homeland Security E-Verify Program. The Contractor shall provide a fully executed Declaration of Participation in E-Verify Program Form to the City. If the Contractor described herein uses a subcontractor in connection with the performance of the Contract, the subcontractor shall, as a condition of the Contract, certify their participation in the E-Verify program by submitting a Declaration of Participation Form. The Contractor and any subcontractors will not knowingly employ or contract with an unauthorized alien.

10. **Liability and Hold Harmless:** Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder. All work shall be done at Contractor's risk.

The Contractor shall defend indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent caused by the negligent acts, omissions or misconduct of the Consultant, in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence or misconduct. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. **Debarment, Suspension Or Ineligibility:** The Contractor, defined as the primary participant and its principals, certifies that to the best of its knowledge and belief that they:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions with the City;
 - b) Have not within a three (3) year period preceding this contract, 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 or private agreement or transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- 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 above;
- d) Have not, within a three (3) year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause of default;
- e) Where the Contractor is unable to certify to any of the statements in this document, Contractor shall attach an explanation.

The Contractor agrees by submitting this contract that it shall not knowingly enter into any lower tier covered transaction with a person or business that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

12. **Insurance:** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

No Limitations: Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance: Contractors required insurance shall be of the types and coverage as stated below:

- a) **Automobile Liability:** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- b) **Commercial General Liability:** insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 0509 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as

an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

- c) Workers' Compensation: coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance: Contractor shall maintain the following insurance limits:

- a) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

City Full Availability of Contractor Limits: If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

Other Insurance Provision: The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage: Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

Subcontractors' Insurance: The Contractor shall cause each and every Subcontractor to

provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

Notice of Cancellation: The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure to Maintain Insurance: Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

13. **Notices:** All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed, postage paid, as follows:

City:

City of Washougal
1701 "C" Street
Washougal, WA. 98671

Contractor:

NAME: Vancouver Janitorial Services LLC.
ADDRESS: 5601E 18th Street Suite 106
CITY STATE ZIP: Vancouver, WA 98661

14. **Amendments:** This Agreement shall not be altered, changed, or amended, except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement.
15. **Scope of Agreement:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless set forth in this Agreement.
16. **Ratification:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
17. **Governing Law/Venue:** This Agreement shall be deemed to have been executed and

delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The Contractor shall have legal authority to enter into this Agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

DATED this _____ day of _____, 2023.

CITY OF WASHOUGAL, a Municipal Corporation

BY:

City Manager

ATTEST:

Approved as to Form:

Finance Director

City Attorney

CONTRACTOR, *Vancouver Janitorial Services LLC.*

BY:

Title:

Scope of Service

City of Washougal Cost Estimate per facility – Van Jan

Building	Monthly Cost	Annual Cost
City Hall	\$1,911	\$22,935
Community Center	\$1,911	\$22,935
Public Works Executive Office	\$281	\$3,372
Water Operation Office	\$281	\$3,372
Public Works (2 buildings)	\$762	\$9,144
Police Station	\$1,730	\$20,762
Permit Center	\$597	\$7,175
East County Family Resource	\$1,523	\$18,278
Hamllik Park Restroom	\$216	\$2,600
Steamboat Landing Restroom	\$643	\$7,725
Hathaway Upper Restroom	\$216	\$2,600
Hathaway Lower Restroom	\$643	\$7,725
Sandy Swimming Hole Restroom	\$216	\$2,600
George Schmid Memorial Restroom	\$216	\$2,600
Downtown Public Restroom	\$643	\$7,725
Annual Total	\$11,789.00	\$141,548.00

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

10/9/2023

SUBJECT:

Approval of design agreement for engineered plans and specifications to correct deficiencies at Jemtegaard Trail. Authorize the city manager to sign the professional services agreement with PBS for engineering services for the Jemtegaard Trail Improvements Project.

DEPT. OF ORIGIN:

Public Works

REVIEWED AT:

October 9, 2023.

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

▮ **PSA Jemtegaard Trail Improvements - PBS**

EXPENDITURE REQUIRED:

Budget Neutral

BUDGETED:

\$69,854.00

APPROPRIATION REQUIRED:

\$69,854.00

SUMMARY STATEMENT

After completion of the project and warranty period had expired, the stream started to erode the bank of the trail where the project installed a Type 1 catch basin and dispersion trench. Additionally, after heavy rain events, a large buildup of sediment accumulated on the path making it hard for students to access. The City seeks consultant services to evaluate and propose design improvements for the bank stabilization, failing stormwater infrastructure, and sediment buildup.

RECOMMENDED ACTION

City council to authorize the city manager to execute the professional services agreement with PBS in the amount \$69,854.00 for the Jemtegaard Trail Improvements.



City of Washougal
PUBLIC WORKS PURCHASING

Contract Information Form *(THIS FORM MUST ACCOMPANY EVERY CONTRACT)*

Contract Title: Jemtegaard Stream Bank Restoration Vault Filing Number: _____
Vendor Name: PBS Engineering and Environmental Inc. Vendor Number: 2960
Contract Overview: Jemtegaard Stream Bank Restoration Contract Total: \$69,854.00

Project Manager: Scott Collins Ext: 230 Department: Public Works

Project Number: ST-2023-01/ST-2023-02

Budget Code(s): 403-09-594-500-5063

Engineer's Project Estimate: \$ _____

Contract Price: \$ \$69,854.00

Type of Procurement Method: MRSC Consultant Roster Solicitation

Project specifically identified in approved budget: N/A ☐ YES ☒ NO ☐ * if NO see below if project cost is greater than \$50,000 for public works, professional services, and personal services.

Does project change exceed administrative discretion threshold? N/A ☐ YES ☐ NO ☒

If project exceeds administrative threshold, was it approved by Council? YES ☐ NO ☐ Click here to enter a date.

City of Washougal, Washington

PROFESSIONAL SERVICES AGREEMENT

Project Name _____

This Agreement made and entered into this _____ day of _____ 2023, by and between the City of Washougal, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City," and PBS Engineering and Environmental Inc. hereinafter referred to as "Contractor," whose address is: 415 W 6th Street Suite 601 Vancouver, WA 98660.

WHEREAS, the City desires to engage the Contractor to provide Civil Design Services and other related professional services for Jemtegaard Stream Bank Restoration and Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES: The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement.

1. **Scope of Services:** Contractor agrees to:

- a) See attached Scope and Rates in **SCOPE AND RATES DATED** August 11, 2023
- b) Notwithstanding the provisions of section 14, "Amendments," the City may add other related professional services at its discretion.

This Agreement is a purchase of professional services at the hourly rates set forth in EXHIBIT B. Payment for these services are for time and materials not to exceed.

\$69,854.00 unless authorized in writing by the City. If additional time is needed, please refer to Section 4 of this agreement. A written amendment must be attached.

2. **Relation of Parties:** The Contractor, its sub-consultants, agents, and employees are independent contractors performing professional services for City and are not employees of the City. The Contractor, its sub-consultants, agents, and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding, or any other benefits afforded to City employees. The Contractor, sub-consultants, agents, and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

3. **Time of Performance:** The service of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed, services hereunder shall begin as of:

Begin date of September 18, 2023, and be completed as of:

End Date September 18, 2024.

4. **Delays and Extensions of Time:** If the Contractor is delayed at any time in the progress of providing service covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.
5. **Compensation and Schedule of Payments:** City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed supplemental 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 project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any. Payments will be submitted by mail or courier to City Hall located at 1701 C Street, Washougal, WA 98671. No faxed copies for payment will be accepted. Payments to Contractor shall be made within thirty (30) days from submission of each invoice.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's project name annotated on the executed copy of the contract **must** be referenced on any invoice submitted for payment.

6. **Ownership of Records and Documents:** All materials, writings and products produced by Contractor in the course of performing this Contract shall immediately become the joint property of the City and Contractor. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Contractor.
7. **Termination:** This Agreement may be terminated by either party upon not less than fifteen (15) days written notice. Additionally, this Agreement may be suspended in accordance with Section I of City of Washougal Resolution 1051.
8. **Evaluation and Compliance with the Law:** The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and

regulations.

9. **City Business and Occupation License & E-Verify Program:** Prior to performing work under this Agreement, Contractor shall secure a City of Washougal Business and Occupation License under W.M.C. 5.04.020.

The Contractor shall be registered with the Department of Homeland Security E-Verify Program. The Contractor shall provide a fully executed Declaration of Participation in E-Verify Program Form to the City. If the Contractor described herein uses a subcontractor in connection with the performance of the Contract, the subcontractor shall, as a condition of the Contract, certify their participation in the E-Verify program by submitting a Declaration of Participation Form. The Contractor and any subcontractors will not knowingly employ or contract with an unauthorized alien.

10. **Liability and Hold Harmless:** Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder. All work shall be done at Contractor's risk.

The Contractor shall defend indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent caused by the negligent acts, omissions or misconduct of the Consultant, in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence or misconduct. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. **Debarment, Suspension Or Ineligibility:** The Contractor, defined as the primary participant and its principals, certifies that to the best of its knowledge and belief that they:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions with the City;
 - b) Have not within a three (3) year period preceding this contract, 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 or private agreement or transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- 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 above;
- d) Have not, within a three (3) year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause of default;
- e) Where the Contractor is unable to certify to any of the statements in this document, Contractor shall attach an explanation.

The Contractor agrees by submitting this contract that it shall not knowingly enter into any lower tier covered transaction with a person or business that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

12. **Insurance:** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

No Limitations: Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance: Contractors required insurance shall be of the types and coverage as stated below:

- a) **Automobile Liability:** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- b) **Commercial General Liability:** insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 0509 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as

an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

- c) Workers' Compensation: coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance: Contractor shall maintain the following insurance limits:

- a) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

City Full Availability of Contractor Limits: If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

Other Insurance Provision: The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage: Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

Subcontractors' Insurance: The Contractor shall cause each and every Subcontractor to

provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

Notice of Cancellation: The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure to Maintain Insurance: Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

13. **Notices:** All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed, postage paid, as follows:

City:

City of Washougal
1701 "C" Street
Washougal, WA. 98671

Contractor:

NAME: PBS Engineering and Environmental Inc.
ADDRESS: 415 W 6th Street Suite 601
CITY STATE ZIP: Vancouver, WA 98660

14. **Amendments:** This Agreement shall not be altered, changed, or amended, except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement.
15. **Scope of Agreement:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless set forth in this Agreement.
16. **Ratification:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
17. **Governing Law/Venue:** This Agreement shall be deemed to have been executed and

delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The Contractor shall have legal authority to enter into this Agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

DATED this _____ day of _____, 2023.

CITY OF WASHOUGAL, a Municipal Corporation

BY:

City Manager

ATTEST:

Approved as to Form:

Finance Director

City Attorney

CONTRACTOR, PBS Engineering and Environmental Inc.

BY:

Title:

Scope of Service

CITY OF WASHOUGAL, WASHINGTON

Scope of Work JEMTEGAARD Trail Repair

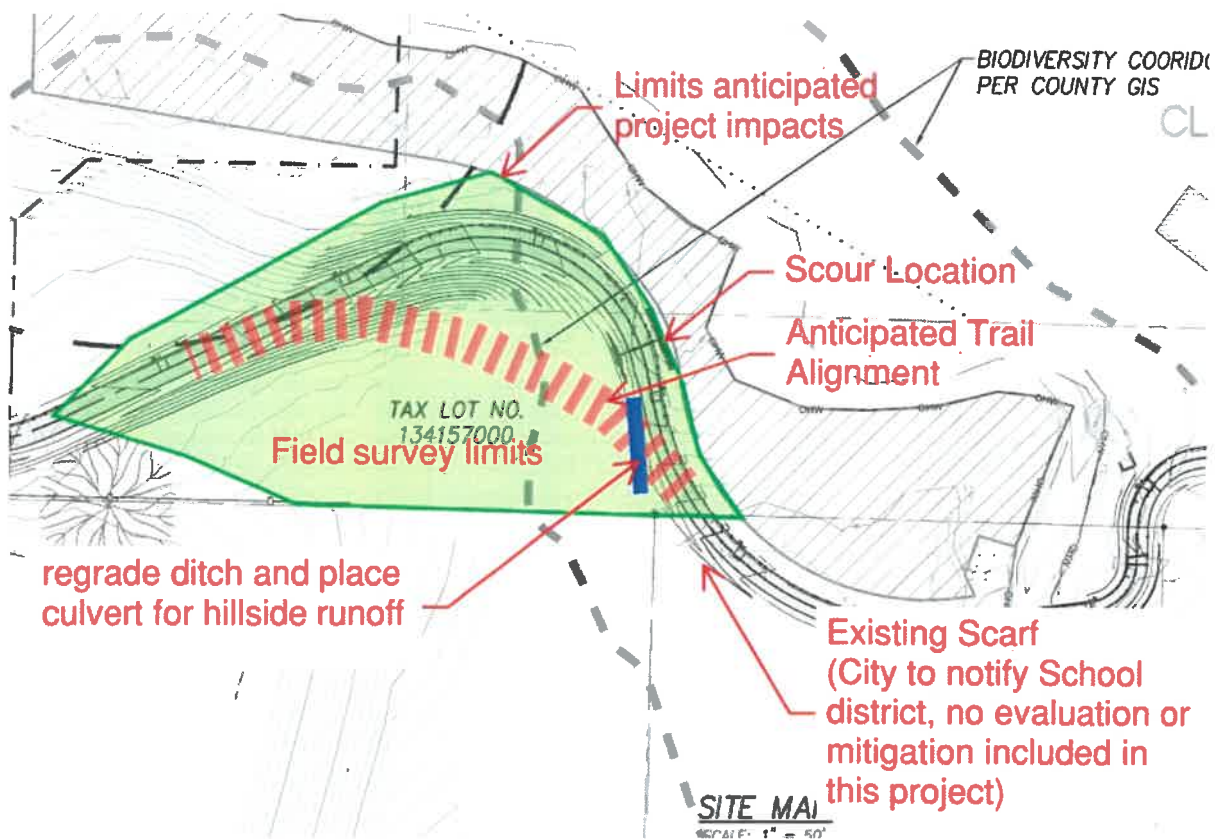
INTRODUCTION

The City of Washougal completed Jemtegaard Trail Project in 2022 which installed a pedestrian and bike path from SE Sunset View Road to Jemtegaard Middle School. The project also included a pedestrian bridge over Gibbons Creek and some minor storm drainage improvements. After completion of the project and warranty period had expired, the stream started to erode the bank of the trail where the project installed a Type 1 catch basin and dispersion trench. Additionally, after heavy rain events, a large buildup of sediment accumulated on the path making it hard for students to access. The City seeks consultant services to evaluate and propose design improvements for the bank stabilization, failing stormwater infrastructure, and sediment buildup.

PBS Engineering and Environmental Inc. (PBS/Consultant) was selected by the City of Washougal (City) to provide project management, environmental, geotechnical, topographic survey, engineering design, and permitting services for the Jemtegaard Trail Repair Project located on Jemtegaard Trail and east bank of Gibbons Creek approximately 600 feet northwest of the Jemtegaard Middle School parking lot connection with the trail in Clark County.

In general the project consists of the following assumptions:

- Project will reconstruct trail away from current stream scour.
- Existing trail will be removed adjacent to the stream scour location.
- Restoration planting will be provided in disturbed locations.
- No right of way acquisition will be included in this project.
- Project will not address sediment transport issues; this item will be addressed between the City and the school district.
- Permeable pavement will suffice for stormwater management.
- No stream analysis is included with the project.
- See exhibit on the next page for additional clarification.



SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

PBS shall oversee project tasks and coordinate with City representatives to manage the scope, schedule and budget for the design engineering phase.

Subtask 1.1 – Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include date period covered by invoice, number of hours worked during the billing period with billing rates shown with detail information / timesheet provide as a backup; expenses and associated mark-ups; total cost for labor and expenses for the billing period; subconsultants fees with detail information / timesheet provide as a backup including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- Maintain project documentation including a design memorandum, and design decisions. Provide copies of project files and records to the CITY for city records. Final submittal documents shall be provided in electronic format – word or excel documents.

Deliverables

- Monthly invoices
- Project Documentation

Subtask 1.2 – Meetings

This item includes preparing for and facilitating regular meetings to successfully complete the project. The Consultant shall schedule Project team meetings and prepare meeting agendas. This includes a Project kick-off meeting, and plan review meetings.

- 1 Kick-off meeting
- 3 Plan review Meetings

Deliverables

- Meeting Agendas and Meeting Summaries

Subtask 1.3 – Management, Coordination, and Direction

- The Consultant shall provide management, coordination, and direction to the Project team in order to complete the project on time and within budget.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.

Deliverables

- Summary notes of coordination efforts

TASK 2: DATA COLLECTION

PBS will perform topographic/cross-section surveying and data collection services to include the following:

Subtask 2.1: Surveying

- Establish a control network throughout the project limits based on the Clark County Survey Datum.
- Tie locations of OHWM flags placed by PBS natural resource staff.
- Tie survey monuments shown in Halcumb Survey Book 66, Page 181 to locate record property lines into survey base map.
- Tie rims and inverts of storm structures noted on provided HHPR Civil plans within the UAS LiDAR limits in image below.
- Prepare surface model reflecting collected topographic survey and break lines for UAS LiDAR area.

Deliverables

- Topographic Survey base map in Civil3D format
- Surface Model in LandXML/Civil3D format

TASK 3: Geotechnical Evaluation

Subtask 3.1 Geotechnical Evaluation

PBS will complete a geotechnical reconnaissance and evaluation for the project area including the slope, drainage, and location of the failing dispersion trench. Shallow hand auger explorations will be completed to assess soil strength and erodibility and collect samples for laboratory testing. PBS will qualitatively evaluate stability of the vegetated slope in the vicinity of the existing ravine (potential source of sediment). Based on the results of our reconnaissance and analysis, PBS will develop geotechnical recommendations for ravine armoring and stabilization (as necessary), drainage alternatives, and bank stabilization.

Geologic Map and Document Review

Geologic maps of the site area will be reviewed for information regarding geologic conditions and hazards at or near the site. PBS will also review any available geotechnical reports provided by the City for projects in the area.

Geologic Reconnaissance

PBS will complete a walking reconnaissance of the project site. Prior to our site reconnaissance, we will review available geology maps, geologic hazard maps, LiDAR and aerial imagery, and topographic maps that are available in our files. An appropriate aerial image will be used as the base map.

The mapping will be performed by traversing the slope and noting visible geologic features such as outcrops, scarps, cracks, springs, etc. that are indicative of landslides and its features. These features will be marked on the base map for later presentation in the geotechnical engineering report.

Subsurface Exploration

Subsurface conditions will be explored by completing one boring using a track-mounted drill rig. The boring will be advanced to depths of up to 50 feet below the existing ground surface (bgs) or practical refusal of the drilling equipment, whichever occurs first. In situ, standard penetration tests will be performed at 2.5- to 5-foot intervals. PBS will attempt to obtain undisturbed samples in thin-wall Shelby tubes for additional laboratory testing. The boring will be logged, observed groundwater level noted, and representative soil samples collected by a member of the PBS geotechnical engineering staff.

Soils Testing

Samples will be returned to our laboratory and classified by the Unified Soil Classification System (ASTM D2487) and/or the Visual-Manual Procedure (ASTM D2488). Laboratory tests may include natural moisture contents, Atterberg limits, and grain-size analyses, as appropriate.

Geotechnical Engineering Analyses

The data collected during the subsurface exploration, literature research, and testing will be analyzed to develop geotechnical recommendations for design and construction.

Deliverable

- A geotechnical engineering report will be prepared containing the results of our work.

Limitations

- Soil samples collected during the exploration will be stored for a minimum of 60 days after completion of subsurface exploration. Additional storage time may be requested for a monthly fee.
- PBS will complete “one call” public utility notification prior to beginning subsurface explorations.
- Environmental services are not included in this geotechnical proposal. In the event environmental contamination is encountered during fieldwork, the Client will be notified immediately. PBS can provide these services, if requested, for an additional fee.
- The boring will result in disturbance to the ground surface within an approximate 25-foot radius and along the route from the school parking lot to the boring location. Borings are backfilled with bentonite clay, but the surface can settle over time. Our scope and fee do not include restoring the ground surface to the original conditions (e.g., compaction, topsoil, seeding, etc.).

TASK 4: Natural Resource Assessment and Permitting

PBS will complete the following necessary tasks that will be required to design and permit the project. The existing conditions within the project area will be established through the completion of a critical areas report. This report will establish the location of the OHWM of Gibbons Creek and establish the existing extent and conditions of regulated riparian habitat. The proposed project will not include work within waters of the state/US and therefore the only permit that will be required is a shoreline permit from Clark County. The individual tasks and assumptions are detailed below.

Subtask 4.1: Critical Areas Report

Gibbons Creek has changed position on the floodplain since the trail project was permitted and completed. A new critical areas report will identify the existing location of the creek, map the extent of different habitat types within the project area, as well as identify the locations of the previously completed buffer enhancements. These enhancements were completed as mitigation for the construction of the trail. It appears that natural channel meandering has affected some of these planting areas.

Deliverables

- OHWM and habitat limits.
- Locations of buffer enhancement plantings
- Draft and Final Critical Areas Report

Assumptions

- The study area extents will be focused on the area necessary to construct the project.
- Access to the site will be provided within 48 hours notice.
- Formal delineation of terrestrial wetlands will not be required to complete the project.

Subtask 4.2: Critical Areas Mitigation Plan

The proposed project will include several activities within regulated shoreline areas. Regulated activities include: clearing and grubbing, grading, construction of new pedestrian path, and removal of abandoned sections of the existing path. Project impacts and proposed mitigation measures will be specified within the mitigation plan. As the project will create and remove approximately the same amount of trail, the hope is that mitigation measures will be limited to restoration of those areas that are impacted during removal of the existing trail. This strategy will have to be vetted and approved by Clark County staff.

Deliverables

- Draft and Final Critical Areas Mitigation Plan

Assumptions

- None

Subtask 4.3: Clark County Shoreline Substantial Development Permit Application

Gibbons Creek within the project corridor is listed as a shoreline of the state. As such, the project will be required to obtain a shoreline substantial development permit. The proposed project represents and approved land use within the appropriate shoreline designation and the shoreline permit application will illustrate how the proposed project meets the shoreline ordinance in addition to the critical areas ordinances that the shoreline ordinance adopts through reference.

Deliverables

- Draft and Final Shoreline substantial development permit
- Submittal and tracking of permit applications

TASK 5: Stream Evaluation

Not included in scope

TASK 6: DESIGN ENGINEERING – PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

The Consultant will advance the design through preliminary (30 percent), 60 percent, 90 percent, and final construction contract documents as part of this task. PBS Team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals:

- Preliminary (30%) Submittal
- 90% Submittal
- Final Submittal
- QA/QC

Subtask 6.1: 30 Percent Design (Preliminary)

The Consultant will develop preliminary construction documents to the 30 percent design stage. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the project are established and all decisions required to generate construction details have been made.

Design tasks include the following:

- Incorporating stream restoration approach
- Incorporating drainage improvements
- Compute quantities and prepare an engineer's estimate of construction costs
- Meet with City staff after review of the 30% plans.

The 30% plans shall include:

- Cover Sheet (1)

- General Notes and Legend sheet (1)
- Site prep and TESC and detail sheets (1)
- Trail plan and profile (1)

Deliverable

- 30% Civil Plans (3 copies on 11X17 and a PDF of the plan set)
- 30% Construction Cost Estimate

Subtask 6.2: 90 Percent Design

The Consultant will address review comments from the 60% plans and progress the plans to the 90 percent design stage. These documents will consist of plans, Specifications, and a opinion of probable construction cost.

Design tasks include the following:

- Update stream design based on comments from 60% Plans
- Update Drainage design based on comments from 60% Plans
- Progress the design to 90% plans
- Compute quantities and prepare an engineer's estimate of construction costs.
- Meet with City staff after review of the 90% plans.

The 90% plans shall include:

- Cover Sheet (1)
- General Notes and Legend sheet (1)
- Site prep and TESC and detail sheets (1)
- Trail plan and profile (1)
- Landscape restoration plans and detail sheets (2)
- Standard Detail sheets (1)

Deliverables

- 90% Plans (PDF)
- Construction Specifications
- 90% Construction Cost Estimate in Excel format.

Subtask 6.3: Final Design (PS&E)

The Consultant will address review comments from the 90% plans and develop construction documents to the 100% and Final design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

Design tasks include the following:

- Prepare final special provisions as needed for nonstandard items shown on the plans, and compile the project specifications.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit final PS&E
- Address City review comments regarding the plans, specs, and estimate.
- Prepare Final Bid Package
- Submit final bid package

Final design phase plan set shall include:

- Cover Sheet (1)
- General Notes and Legend sheet (1)
- Site prep and TESC and detail sheets (1)
- Trail plan and profile (1)
- Landscape restoration plans and detail sheets (2)
- Standard Detail sheets (1)

Deliverables

- Final PS&E (pdf of the plan set)
- Contract Documents in Word format
- Construction Cost Estimate in Excel format.
- Construction plans signed and stamped 22x34 size

Assumptions

- Stormwater report will not be required.
- Stormwater Construction permit will not be required.

Subtask 6.4: QA/QC and Constructability Review

The Consultant will provide quality assurance/quality control (QA/QC) for all design work in accordance with the Consultant's QA/QC standards. The Consultant will provide senior level design and construction personnel to review plan submittals and provide technical support.

An internal senior engineer with no previous project involvement provides an independent review for technical completion and constructability prior to all major milestones and deliverables.

Deliverables

- None

TASK 7: DESIGN ENGINEERING SERVICES DURING CONSTRUCTION

The Consultant during the construction of the Project shall provide limited bidding and engineering services. The anticipated construction engineering services are described as follows:

Subtask 7.1: Pre Bid Opening Responsibilities

The Consultant shall respond to questions from prospective bidders and City staff before bid opening in reference to the bid package.

Prepare addendums

Deliverables

- Electronic responses to bidder inquiries, submittals, and RFIs
- Answer pre-bid questions
- Prepare addendum
- Attend preconstruction conference

TASK 8: CONSTRUCTION SUPPORT

The City reserves the right to request PBS Engineering and Environmental to prepare an amendment to this contract for construction-phase inspection and engineering services for this project. Following completion of the Design Phase Services, and upon the City's satisfaction with the PBS's performance during design, and after the City and WSDOT have approved the final bidding documents, the City may amend this contract.



Jantegaard Trail Repair		EXHIBIT D													
8/11/2023		PBS Engineering and Environmental													
Task Description		ENGINEERING AND SURVEYING							ENVIRONMENTAL						
		Engineer I	Engineer II	Engineer V	Engineer VI	Engineer VII	Landscape Architect/Engineer II	Landscape Architect/Engineer VI	Project Engineer	Survey I (PSI)	Survey II (PSI)	Survey III (PSI)	Project Scientist/Planner	Project Manager	Project Administrator
Task Description		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
SUB-1 PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION															
Subtask 1.1	Contract Administration, Invoicing, and Progress Reports	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Subtask 1.2	Meeting	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 1.3	Management, Coordination, and Direction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 1.4	Reporting	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 2.1	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 3.1	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 4.1	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 4.2	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 4.3	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 4.4	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 4.5	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 5	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 6.1	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 6.2	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 6.3	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 6.4	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 7	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 7.1	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 8	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtask 8.1	Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL HOURS		15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
TOTAL DOLLARS		\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

10/9/2023

SUBJECT:

2024 Budget - Public Works O&M, LTAC, and Other

DEPT. OF ORIGIN:

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

📎 **2024 Budget 10-09-2023 Depts**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Public Works (PW) Operations and Maintenance ~ 2024 Budgets

10/09/2023 | Presented by Daniel Layer



City of Washougal

1

Agenda

- Highlights:
 - General Fund Public Works Departments:
 - Facilities, Engineering, Parks
 - Street Fund
 - Cemetery Fund
 - Water/Sewer Fund
 - Stormwater Fund



City of Washougal

2

2

PW Facilities 2024 Budget

Expenditure	2022 Actual (Unaudited)	2023 Amended Budget	2023 Year To Date	2024 Proposed Budget	% Increase / (Decrease) from 2023
Salaries & Wages	\$168,643	\$194,250	\$129,123	\$217,000	11.71%
Personnel Benefits	\$74,550	\$89,050	\$59,772	\$96,525	8.39%
Services	\$347,603	\$367,595	\$222,720	\$433,532	17.94%
Supplies	\$44,422	\$30,800	\$21,003	\$31,800	3.25%
TOTAL	\$635,218	\$681,695	\$432,618	\$778,857	14.25%

3

PW Facilities 2024 Budget Highlights

- Professional Services ~ \$290,000 (\$246,400 in 2023 Amended)
 - New city-wide janitorial contract and additional facilities
- Utility Services ~ \$80,000 (\$70,000 in 2023 Amended)
 - Additional facilities (Silver star)

4

PW Engineering 2024 Budget

Expenditure	2022 Actual (Unaudited)	2023 Amended Budget	2023 Year To Date	2024 Proposed Budget	% Increase / (Decrease) from 2023
Salaries & Wages	\$67,899	\$80,700	\$56,424	\$119,160	47.66%
Personnel Benefits	\$26,973	\$35,058	\$23,611	\$50,123	42.97%
Services	\$170,494	\$57,163	\$59,208	\$61,831	8.17%
Supplies	\$7,158	\$700	\$930	\$1,150	64.29%
TOTAL	\$272,524	\$173,621	\$140,173	\$232,264	33.78%



5

5

PW Engineering 2024 Budget Highlights

- Salaries & Wages / Personnel Benefits ~ \$169,283 (\$115,758 in 2023 Amended)
 - Addition of an Engineering Intern ~ \$29,900
 - Normal contractual increases for full-time staff
 - Reallocation of City Engineer salary/benefits based on actual workload



6

6

PW Parks 2024 Budget

Expenditure	2022 Actual (Unaudited)	2023 Amended Budget	2023 Year To Date	2024 Proposed Budget	% Increase / (Decrease) from 2023
Salaries & Wages	\$263,849	\$350,800	\$213,840	\$354,125	0.95%
Personnel Benefits	\$111,456	\$134,750	\$90,925	\$139,140	3.26%
Services	\$136,295	\$111,891	\$75,534	\$152,524	36.31%
Supplies	\$49,147	\$45,500	\$22,702	\$67,000	47.25%
TOTAL	\$560,747	\$642,941	\$403,001	\$712,789	10.86%



7

7

PW Parks 2024 Budget Highlights

- Supplies ~ \$67,000 (\$45,500 in 2023 Amended)
 - Equipment – Chipper (split with Stormwater & Street funds) ~ \$11,500
 - Operating Supplies ~ \$40,000 (\$10,000 reallocated from part-time salaries)
- Services ~ \$152,524 (\$111,891 in 2023 Amended)
 - Professional Services ~ \$67,000 (\$17,000 reallocated from part-time salaries)
 - Utility Services ~ \$50,000 (\$15,000 increase from 2023 Amended partially due to adding Eagle View Park irrigation)



8

8

PW General Fund Departments Full-Time Equivalent (FTE) Count

Department / Fund	2022	2023	2024
Facilities	2.56	2.01	2.26
Engineering	0.85	0.85	0.90
Parks	3.77	3.47	3.77
Total	7.18	6.33	6.93

Street Fund 2024 Budget

Expenditure	2022 Actual (Unaudited)	2023 Amended Budget	2023 Year To Date	2024 Proposed Budget	% Increase / (Decrease) from 2023
Salaries & Wages	\$362,882	\$411,300	\$279,697	\$453,625	10.29%
Personnel Benefits	\$165,672	\$200,100	\$116,121	\$194,600	-2.75%
Services	\$296,259	\$282,858	\$183,486	\$298,523	5.54%
Indirect Costs	\$110,372	\$100,000	\$47,916	\$100,000	0.00%
Supplies	\$127,063	\$112,000	\$76,555	\$151,750	35.49%
TOTAL	\$1,062,248	\$1,106,258	\$703,775	\$1,198,498	8.34%

Street Fund 2024 Budget Highlights

- Salaries & Wages / Personnel Benefits ~ \$648,225 (\$611,400 in 2023 Amended)
 - Additional capacity for Right of Way maintenance (seasonal employees)
- Supplies ~ \$151,750 (\$112,000 in 2023 Amended)
 - Equipment – Chipper (split with Stormwater fund & Parks) ~ \$25,750
 - Operating Supplies ~ \$95,000 (\$10,000 increase from 2023 Amended)
 - Fuel ~ \$20,000 (\$4,000 increase from 2023 Amended)
- Services ~ \$298,523 (\$282,858 in 2023 Amended)
 - Professional Services ~ \$105,000 (\$12,000 increase from 2023 Amended due to increase level of service – tree trimming program)



11

11

Street Fund FTE Count

Department / Fund	2022	2023	2024
Street	4.20	4.25	4.77
Total	4.20	4.25	4.77



12

12

Cemetery Fund 2024 Budget

Expenditure	2022 Actual (Unaudited)	2023 Amended Budget	2023 Year To Date	2024 Proposed Budget	% Increase / (Decrease) from 2023
Salaries & Wages	\$79,784	\$84,050	\$56,030	\$93,700	11.48%
Personnel Benefits	\$36,514	\$43,050	\$27,170	\$44,735	3.91%
Services	\$38,332	\$30,050	\$18,973	\$36,482	21.40%
Supplies	\$11,044	\$14,000	\$6,815	\$14,500	3.57%
Capital Outlays	\$0	\$50,000	\$0	\$0	-100.00%
Intergovernmental	\$613	\$450	\$638	\$750	66.67%
Transfers Out	\$450	\$10,000	\$0	\$30,000	200.00%
TOTAL	\$166,737	\$231,600	\$109,624	\$220,167	-4.94%



City of Washougal

13

13

Cemetery Fund 2024 Budget Highlights

- Salaries & Wages / Personnel Benefits ~ \$138,435 (\$127,100 in 2023 Amended)
 - New overtime line ~ \$1,000
 - Normal contractual increases for full-time staff
- Services ~ \$36,482 (\$30,050 in 2023 Amended)
 - Utility Services ~ \$20,000 (\$5,000 increase from 2023 Amended due to increase in irrigation costs)
- Capital Outlays ~ \$0 (\$50,000 in 2023 Amended)
 - Conceptual and construction costs for Veteran's Memorial moved to Capital Fund



City of Washougal

14

14

Cemetery Fund FTE Count

Department / Fund	2022	2023	2024
Cemetery	0.82	1.02	1.17
Total	0.82	1.02	1.17

15

Water/Sewer Fund 2024 Budget

Expenditure	2022 Actual (Unaudited)	2023 Amended Budget	2023 Year To Date	2024 Proposed Budget	% Increase / (Decrease) from 2023
Salaries & Wages	\$1,426,582	\$1,481,036	\$1,107,342	\$1,484,103	0.21%
Personnel Benefits	\$629,116	\$784,235	\$570,192	\$769,021	-1.94%
Services	\$2,644,082	\$2,884,043	\$1,736,469	\$2,908,887	0.86%
Supplies	\$287,038	\$399,273	\$231,817	\$472,568	18.36%
Indirect Costs	\$697,683	\$648,592	\$324,120	\$720,000	11.01%
ER&R/System Reinvest	\$2,056,704	\$1,927,496	\$0	\$1,237,391	-35.80%
Debt Payments	\$2,608,118	\$2,855,312	\$2,855,311	\$3,718,704	30.24%
TOTAL	\$10,349,323	\$10,979,987	\$6,825,251	\$11,310,674	3.01%

16

Water/Sewer Fund 2024 Budget Highlights

- Supplies ~ \$472,568 (\$399,273 in 2023 Amended)
 - Reallocated \$50,000 from water professional services to water operating supplies
- ER&R/System Reinvest ~ \$1,237,391 (\$1,927,496 in 2023 Amended)
 - Reallocated \$865k from Sewer System Reinvest (Replacement Reserve Funding- "RRF") to debt services payments for anticipated new debt



17

17

Water/Sewer Fund FTE Count

Department / Fund	2022	2023	2024
Water	8.66	8.49	7.96
Sewer	7.69	7.41	6.92
Total	16.35	15.90	14.88



18

18

Stormwater Fund 2024 Budget

Expenditure	2022 Actual (Unaudited)	2023 Amended Budget	2023 Year To Date	2024 Proposed Budget	% Increase / (Decrease) from 2023
Salaries & Wages	\$410,852	\$622,624	\$321,710	\$602,390	-3.25%
Personnel Benefits	\$151,291	\$243,206	\$129,924	\$242,250	-0.39%
Services	\$505,472	\$440,233	\$307,039	\$426,797	-3.05%
Supplies	\$47,415	\$150,284	\$26,979	\$120,708	-19.68%
Indirect Costs	\$226,533	\$146,418	\$98,783	\$225,000	53.67%
Capital Outlays	\$198,442	\$405,500	\$71,034	\$674,750	66.40%
Intergovernmental	\$139,146	\$122,000	\$132,531	\$166,580	-0.10%
Debt Payments	\$96,178	\$96,615	\$96,614	\$96,514	36.54%
TOTAL	\$1,775,329	\$2,226,880	\$1,184,614	\$2,554,989	14.73%



City of Washougal

19

19

Stormwater Fund 2024 Budget Highlights

- 1 new FTE ~ \$110,000 (shift of CIP from 2024 to 2025)
- Stormwater Master Plan ~ \$67,000 (carryover from 2023)
- Annual Catch Basin & Drainage Improvements ~ \$314,000
- Jemtegaard Trail Drainage Repairs ~ \$335,000 (carryover from 2023)
- Chipper (split with Parks & Street Fund) ~ \$25,750



City of Washougal

20

20

Stormwater Fund FTE Count

Department / Fund	2022	2023	2024
Stormwater	5.45	5.50	6.25
Total	5.45	5.50	6.25



City of Washougal

21

21

Public Works FTE Count

Department / Fund	2023	2023
Facilities	2.26	2.01
Parks	3.77	3.47
Engineering	0.90	0.85
Streets	4.77	4.25
Cemetery	1.17	1.02
Water	7.96	8.49
Sewer	6.92	7.41
Stormwater	6.25	5.50
Total	34.00	33.00



City of Washougal

22

22

Hotel/Motel Tax Fund 2024 Budget

10/09/2023 | Presented by Daniel Layer



City of Washougal

23

Hotel/Motel Tax Fund 2024 Budget

Expenditure	2022 Actual (Unaudited)	2023 Adopted Budget	2023 Year To Date	2024 Proposed Budget	% Increase / (Decrease) from 2023
Supplies	\$0.00	\$0.00	\$1,500	\$1,500	100.00%
Professional Services	69,383	100,000	47,789	120,000	20.00%
Advertising	5,094	5,000	595	5,000	0.00%
Indirect Costs	2,881	15,500	1,397	3,000	-80.65%
TOTAL	\$77,358	\$120,500	\$51,281	\$129,500	7.47%



City of Washougal

24

24

Hotel/Motel Tax Fund 2024 Budget Highlights

- Professional Services ~ \$120,000

Organization/Applicant	Project Name/Event	Project Cost	Requested	Awarded
Washougal Arts and Culture Alliance (WACA)	Art Festival 2024	\$ 3,500.00	\$ 3,200.00	\$ 3,200.00
Washougal Studio Artist	Washougal Mother's Day Tour 2024	\$ 2,130.00	\$ 1,200.00	\$ 1,200.00
Reed Creative for Washougal Brewers	Beer Passport 2023-2024	\$ 8,206.00	\$ 8,206.00	\$ 8,206.00
Columbia Gorge Tourism Alliance	Annual Membership 2024	\$ 75,000.00	\$ 2,000.00	\$ 2,000.00
WhyRacing Events	Reflection Run 2024	\$ 40,000.00	\$ 13,000.00	\$ 13,000.00
WhyRacing Events	Scary Run 2024	\$ 58,710.00	\$ 13,000.00	\$ 13,000.00
City of Washougal	PSA with Reed Creative for Tourism Support 2024	\$ 19,200.00	\$ 19,200.00	\$ 19,200.00
	Other Event Support as Recommended by LTAC			\$ 60,194.00
2024 LTAC Recommendations		\$ 206,746.00	\$ 59,806.00	\$ 120,000.00



25

25

Formal Budget Calendar (Amended 10/9/2023)

- August 28th: Budget Strategy
- September 11th: Department Budgets:
 - ☐ City Manager's Office, Human Resources, Council, Finance/Information Technology
- September 25th: Department Budgets:
 - ☐ Police/Animal Control, Community Development, Court, and Other
- September 25th: "high level" revenue/expenditure estimates all funds
- October 9th: Department Budgets:
 - ☐ Public Works O&M, Hotel/Motel Tax Fund
- **October 23rd: Department Budgets:**
 - ☐ **Public Works Capital Projects, Fire & EMS**
- **October 23rd: 3rd Quarter 2023 Update and 2024 City Manager's Proposed Budget**
- **October 23rd: Set hearings for Ad Valorem taxes and budget (to be held 11/13/2023)**
- November 13th: Public Hearings, adopt Ad Valorem taxes, possibly adopt budget
- November 27th (20th), December 4th, December 11th & December 18th: remaining dates for budget adoption



26

26