



**CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP AGENDA
Monday, June 28, 2021
5:00 PM**

MEETING INFORMATION

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/88036117633>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. NEW BUSINESS

- A. Public Works: Park Master Plan and Park Impact Fee - Joint Work Session with the Planning Commission**
- B. Public Works: Transportation System Plan and Transportation Impact Fee**
- C. Public Works: Contractor Agreement "R" Street and "S" Street Waterline Replacement Project with Halme Excavating**
- D. Federal RAISE Grant Application for 32nd Street Underpass Design**
- E. COVID-19 Update**

V. PUBLIC COMMENTS

VI. REPORTS AND COMMUNICATIONS

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

VII. ADJOURNMENT

UPCOMING MEETINGS: Monday, July 12, 2021 - Workshop at 5:00 pm and Council at 7:00 pm

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

6/28/2021

SUBJECT:

MEETING INFORMATION

Please click the link below to join the webinar:

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DEPT. OF ORIGIN:

Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

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

FOR AGENDA OF:

6/28/2021

SUBJECT:

Park Master Plan and Park Impact Fee

DEPT. OF ORIGIN:

Public Works

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

▢ CAI.City of Washougal Park Impact Fee Staff Recommendation DRAFT.2021 0628.pdf

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

CITY OF WASHOUGAL

Park Impact Fee Update

June 28, 2021



Agenda

- Staff Recommended Park Impact Fee
- Proposed Municipal Code Changes
- Next Steps and Q&A

Staff Recommended Park Impact Fee

Residential Only, 4-Year Phased Park Impact Fee

Type of Development	2021 (54%)	2022 (69%)	2023 (85%)	2024 (100%)
Single Family	\$3,490.66	\$4,479.69	\$5,475.17	\$6,464.19
Multifamily	\$2,529.85	\$3,246.64	\$3,968.11	\$4,684.90

- Residential only park impact fee, with proportionate rates for single family and multifamily development
- Starting phased approach at 54% of maximum allowable, with single family rates comparable with current single family rates in Ridgefield
- Increase rates proportionately, reaching the study maximum allowable in 2024

Staff Recommended Park Impact Fee

Summary of Feedback

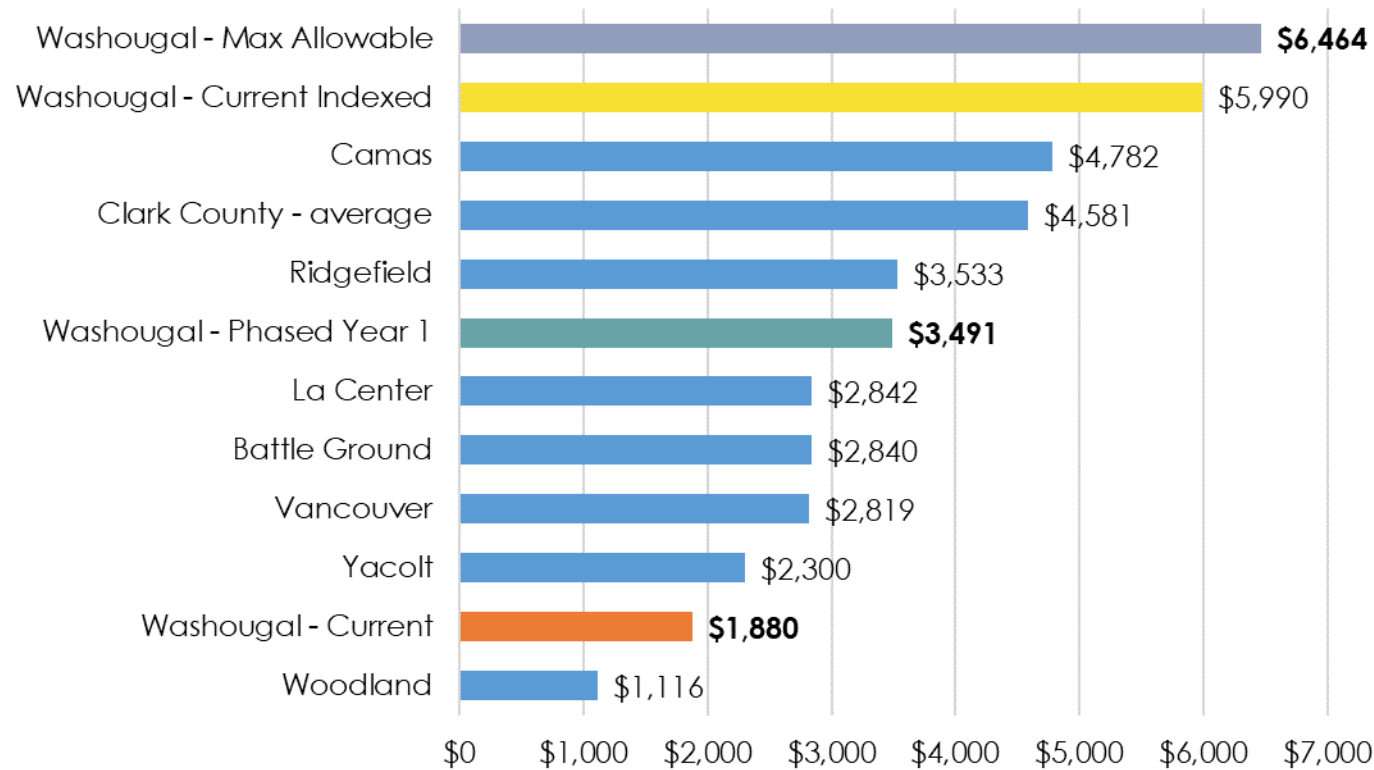
- **City Council Work Session**
 - Feedback varied per Councilmember
 - Some interest in exploring including nonresidential
 - Generally preferred rates at the higher end of jurisdictions within the county
- **Planning Commission Work Session**
 - Feedback varied per Commissioner
 - Generally, prefer residential only option
 - Prefer year one rates fall between current rates in Battle Ground and Ridgefield
- **Builders Industry Association of Clark County**
 - Prefers a 4-year phased approach, based on concerns around affordability
 - Prefers residential only park impact fee

City Investment for Growth Variable

- The Park Impact Fee includes an analysis of the funding the City has secured for capacity or growth-related projects in the CFP.
 - Out of a total, \$30.9 million in capacity increasing projects in the CFP, Washougal has already secured \$2.0 million or 6.5%.
 - The analysis reduces the investment needed for growth by 6.5% to account for this secured funding.
- The City has been successful in securing grants and other funding sources for parks projects that serve growth in the past, but past performance is not a guarantee.
- This variable presents the minimum that the City will provide to serve growth
- Comparisons used in other studies:
 - City of Puyallup: 9.0%
 - City of Shoreline: 8.2%
 - City of Bothell: 8.2% for developed parks and 66.4% for open space

Rate Comparison

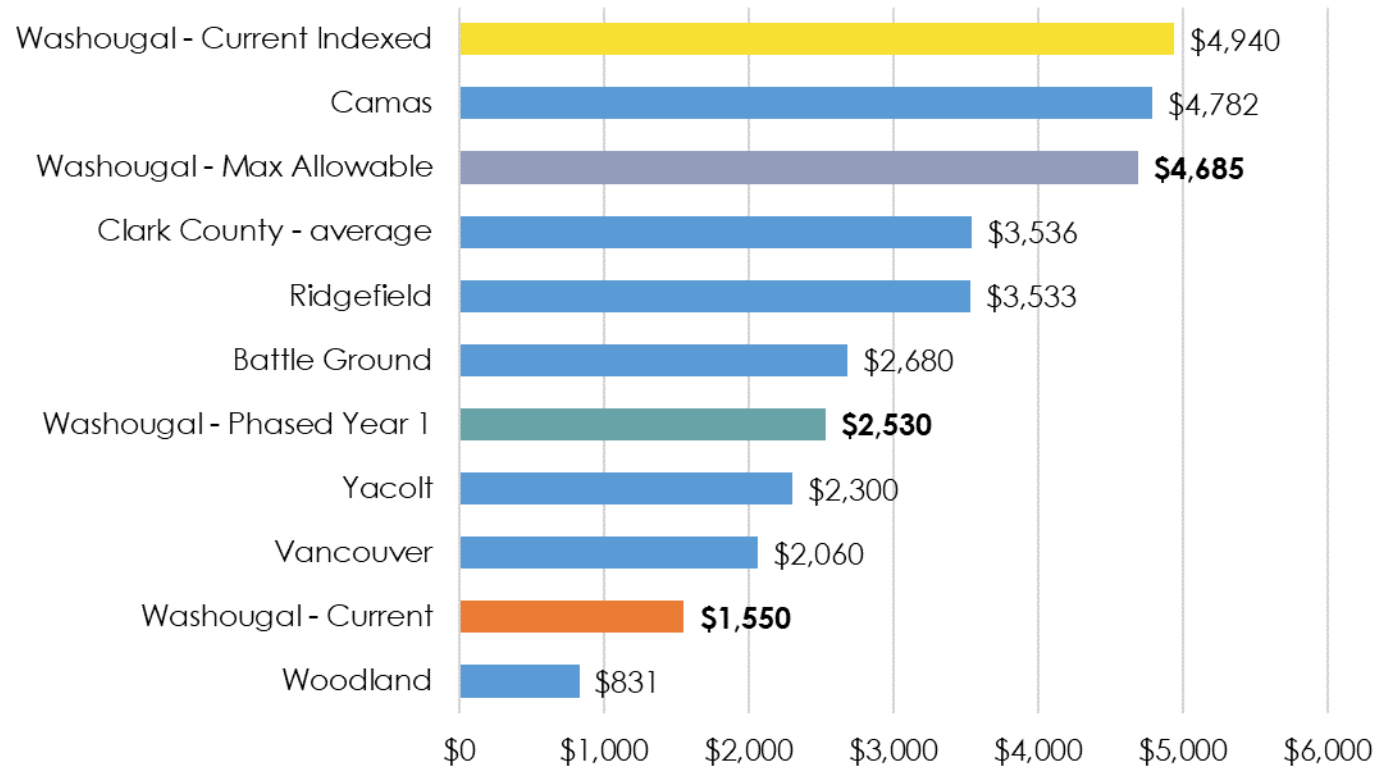
Park Impact Fee Comparison by Selected Cities: Single Family DU



Current rates indexed based on the U.S. Census Single Family Houses Construction Cost Index as an example.

Rate Comparison

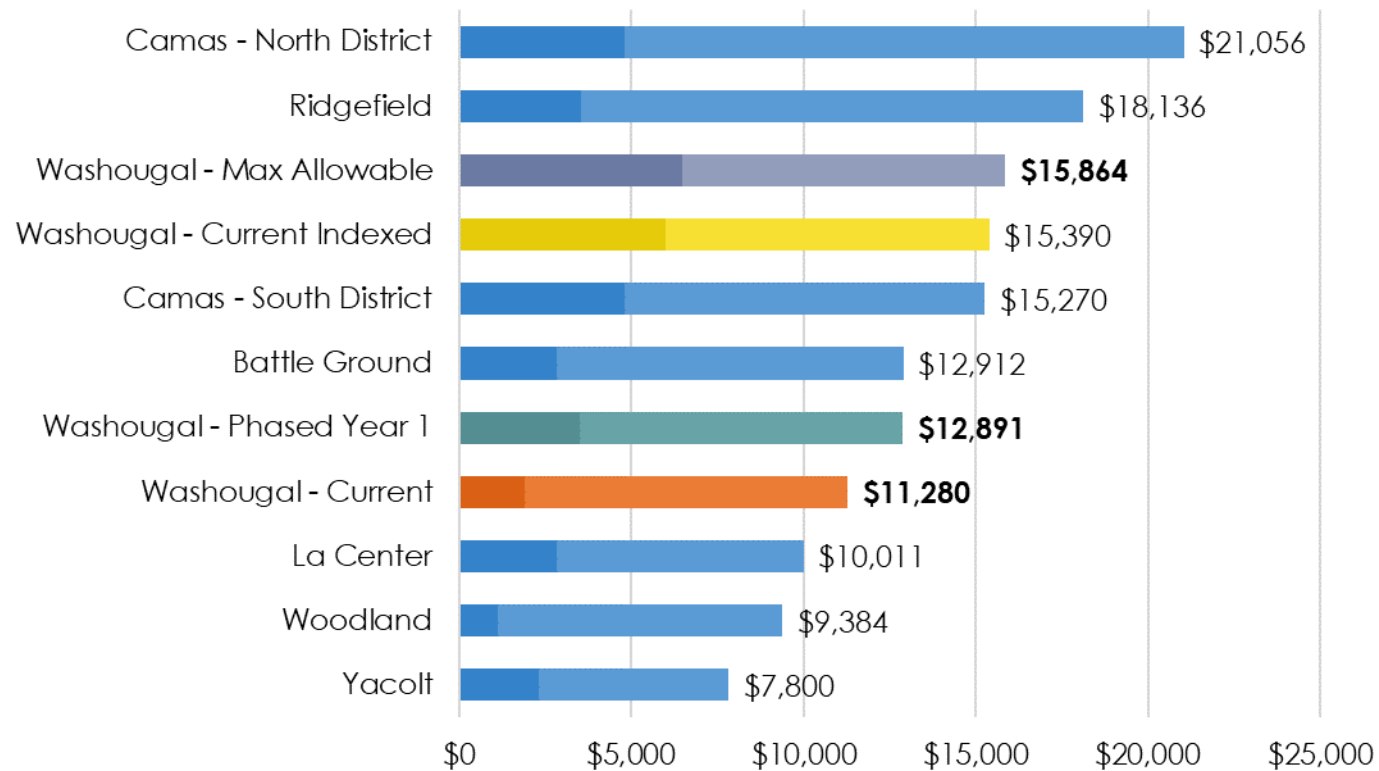
Park Impact Fee Comparison by Selected Cities: Multifamily DU



Current rates indexed based on the U.S. Census Single Family Houses Construction Cost Index as an example.

Rate Comparison

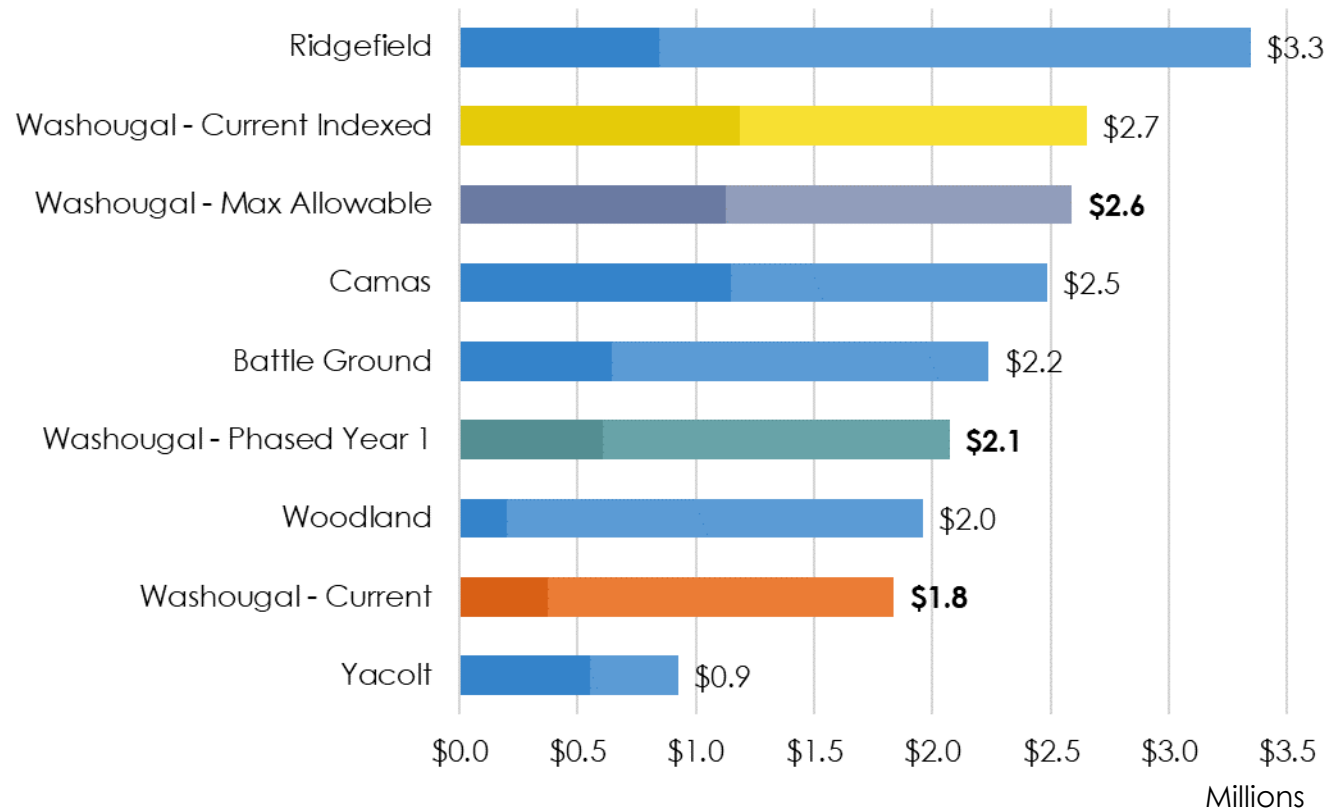
Impact Fee Comparison by Selected Cities: Single Family DU (2,500 sf)



Current rates indexed based on the U.S. Census Single Family Houses Construction Cost Index as an example.

Rate Comparison

Impact Fee Comparison by Selected Cities: Multifamily Development (240 units, average of 1,000 sf)



Excludes transportation impact fees as these are calculated based on a trip analysis in Washougal.

Current rates indexed based on the U.S. Census Single Family Houses Construction Cost Index as an example.

Proposed Municipal Code Changes

Title/Chapter/ Section	Chapter Name	Proposed Language Changes	Comments
15.62.010	Findings.	The city council of the city finds and determines that new growth and residential development in the city creates additional demand and need for parks, open spaces and recreational facilities in the city, and the council finds that new growth and development should pay a proportionate share of the costs for new parks, open space and recreational facilities needed to serve the new growth and development in the city. <u>The city has conducted an extensive study documenting the procedures for measuring the impact of new residential developments on public facilities and has prepared a rate study. The city council accepts the methodology and data contained in the rate study.</u> Therefore, pursuant to Chapter 82.02 RCW, the council adopts the ordinance codified in this chapter to assess impact fees on new residential development within the city. The provisions of this chapter shall be liberally construed in order to carry out the purposes of this council in establishing the impact fee program.	Amend code to adopt the Park Impact Fee Rate Study by reference.
15.62.020(3)	Definitions.	<u>“Capital facilities” means the facilities or improvements included in the capital facilities plan.</u>	Clarify the definition of capital facilities used throughout the title.
15.62.020(4)	Definitions.	<u>“Capital facilities plan” means the capital facilities plan element of the city’s comprehensive plan adopted pursuant to Chapter 36.70A RCW, and such plan as amended.</u>	Clarify the definition of capital facilities plan used throughout the title.
15.62.020(13)	Definitions.	<u>“Multifamily” means a detached or attached building containing two or more dwelling units. For impact fee calculations this will include triplexes, fourplexes, apartments, townhouse and accessory dwelling units.</u>	Clarify the definition of multifamily used throughout the title.
15.62.020(16)	Definitions.	<u>“Rate study” or “impact fee study” means the “Rate Study for Impact Fees for Parks, Open Space and Recreation Facilities,” City of Washougal, dated Month DD, 2021.</u>	Clarify the definition of rate study used throughout the title.
15.62.020(17)	Definitions.	<u>“Single family” means single family attached units as well as mobile homes and each unit of a duplex.</u>	Clarify the definition of single family used throughout the title.

Proposed Municipal Code Changes

Title/Chapter/ Section	Chapter Name	Proposed Language Changes	Comments
15.62.020(18)	Definitions.	<u>"System improvements" means public facilities included in the capital facilities plan and designed to provide service to service areas within the community at large, in contrast to project improvements.</u>	Clarify the definition of system improvements used throughout the title.
15.62.030(1)(d)	Park Impact Fee – Capital Facilities Plan.	(d) Application of the formula set out in this chapter based upon information obtained in the capital facilities plan. A separate fee should be calculated for single family and multifamily types of dwelling units, based upon the residency generated rates determined by the city for each type of dwelling unit. If insufficient information is available to calculate a multifamily student generation link, a county-wide average should be utilized. For purposes of this chapter, mobile homes and each unit of a duplex should be treated as a single-family dwelling.	Remove references to prior formula and methodology.
15.62.030(2)	Park Impact Fee – Capital Facilities Plan.	Council Action. No new or revised parks, open space and recreation impact fee should be effective until adopted by council following a duly advertised public hearing to consider the city's capital facilities plan or plan update.	Remove impact fee adoption rules to allow for annual indexing.

Proposed Municipal Code Changes

Title/Chapter/Section	Chapter Name	Proposed Language Changes	Comments
15.62.040	Park, open space and recreational facilities component formula.	The impact fee component for parks, open space and recreational facilities shall be calculated using the following formula: $\text{PIF} = \frac{C \times S \times Y \times A}{P}$ Single-Family: $\text{PIF} = \frac{\$161,239 \times 5 \times 2.59 \times .90\%}{1,000} = \$1,880.00$ Multifamily: $\text{PIF} = \frac{\$161,239 \times 5 \times 2.13 \times .90\%}{1,000} = \$1,550.00$ (1) "PIF" means the park and recreational facility component of the total development impact fee. (2) "C" means the average cost per acre for land plus an additional development cost of \$40,000 per acre. Such cost may be adjusted periodically, but not more often than once every year. Park development cost shall be based on actual, recent comparable construction and shall include associated project improvements such as streets. (3) "S" means the parks standard in acres per 1,000 residents for neighborhood parks and community parks established in the comprehensive plan to total five acres. (4) "P" means 1,000 people. (5) "Y" means the average number of occupants per dwelling unit, or 2.59 occupants for a single-family dwelling unit and 2.13 occupants for any multifamily dwelling unit. (6) "A" means an adjustment for the portion of anticipated additional tax revenue resulting from a development that is proratable to system improvements contained in the capital facilities plan. The adjustment for park impacts is determined to be 10 percent, so that "A" equals 90 percent. (7) As of the date of passage of the ordinance codified in this chapter the park, open space and recreational facility impact fee will be \$1,880 for single-family residential unit to include the manufactured or mobile home residential unit placed on an individual lot and \$1,550 for a multiple-family residential unit, to include a manufactured or a mobile home residential unit to be placed in a manufactured or mobile home park.	Remove section with prior formula and methodology. The rate study adopted by reference will contain the complete formula.

Proposed Municipal Code Changes

Title/Chapter/Section	Chapter Name	Proposed Language Changes	Comments
15.62.050(1)	Assessment of impact fees.	The city shall collect impact fees from any applicant seeking residential development approval from the city for any development activity within the city, where such development activity requires the issuance of a building permit. This may include the expansion of existing uses which create the demand for additional school <u>park</u> facilities.	Amend code to remove incorrect reference to school impact fees.
15.62.070(3)	Appeals.	An appeal should be taken within 10 working days of payment of the fee, or within 10 working days of the city's issuance of a written determination of a credit, <u>independent fee calculation</u> or exemption decision, by filing with the city notice of an appeal specifying the grounds thereon and depositing the necessary fee, which is set forth in the existing fee schedules for appeals of land use decisions.	Amend code to include reference to developer option for an independent impact fee calculation.
15.62.100	Review.	(a) The schedule in Section 15.62.140 will be amended to reflect changes to the capital facilities plan in Section 15.62.030. Amendments to the schedule for this purpose shall be adopted by the council. (b) The fees on the schedule in Section 15.62.140 shall be indexed to provide for an automatic fee increase each January 1st beginning in the year 2025. The June to June Engineering News Record Construction Cost Index for Seattle (ENR-CCI) will be used to determine the increase in fees for each year to reflect increased project costs. In the event that the fees on the schedule in Section 15.62.130 are increased during the preceding calendar year due to changes to the capital facilities plan pursuant to subsection (a) of this section, the fees will not be indexed the following January. The finance and administration department shall compute the fee increase and the new schedule shall become effective immediately after the annual fee increase calculation. (c) A new rate study, which establishes the schedule in Section 15.62.140 shall be updated, Impact fees shall be reviewed by council, as it may be necessary and appropriate, <u>in</u>with conjunction with the annual update of the capital facilities plan update and the city's comprehensive plan.	Amend the code to include procedure for Council adoption of amendments based on updates to the capital facilities plan and include an annual inflation adjustment.
15.62.110(2)	Parks, open space and recreational facilities fees and exemptions.	Alteration, or expansion, or enlargement or remodelling <u>remodeling</u> or rehabilitation or conversion of an existing dwelling where no additional units are created and the use is not changed;	Amend code to correct spelling.

Proposed Municipal Code Changes

Title/Chapter/ Section	Chapter Name	Proposed Language Changes	Comments
15.62.110(3)	Parks, open space and recreational fees and exemptions.	The construction of an accessory residential structure that will not create an impact on school <u>park</u> facilities;	Amend code to remove incorrect reference to school impact fees.
15.62.110(11)	Parks, open space and recreational fees and exemptions.	Temporary placement of a mobile home or manufactured home.	Amend code to remove exemption for temporary placement of mobile home.
15.62.130	Independent fee calculations.	<u>(a) If a feepayer requests not to have the impact fees determined according to the schedule in Section 15.62.140 of this chapter, then the feepayer shall submit to the director an independent fee calculation for the development activity for which a building permit is sought, paid for by the applicant. The independent fee calculation shall show the basis upon which it was made.</u> <u>(b) An applicant may request issuance of a building permit prior to completion of an independent fee study; provided, that the impact fee is collected based on the fee schedule in Section 15.62.140. A partial refund may be forthcoming if the fee collected exceeds the amount determined in the independent fee calculation and the parks and community development department agrees with the independent fee calculation.</u> <u>(c) Any feepayer electing an independent fee calculation shall be required to pay the city of Washougal a fee to cover the cost of reviewing the independent fee calculation. The feepayer shall remit payment for the city's review of the independent fee calculation prior to and as a precondition of the city's issuance of the building permit.</u> <u>(d) While there is a presumption that the calculations set forth in the rate study used to prepare the fee schedule in Section 15.62.140 are correct, the director shall consider the documentation submitted by the applicant, but is not required to accept such documentation which the director reasonably deems to be inaccurate or not reliable, and may modify or deny the request or, in the alternative, require the applicant to submit additional or different documentation. The director is authorized to adjust the impact fee on a case-by-case basis based on the independent fee calculation, the specific characteristics of the building permit and/or principles of fairness.</u> <u>(e) Determinations made by the director pursuant to this section may be appealed subject to the procedures set forth in Section 15.62.070.</u>	Amend code to insert a section with procedures for an independent fee calculation process for developers, in order to comply with requirements of Washington State Law.

Proposed Municipal Code Changes

Title/Chapter/ Section	Chapter Name	Proposed Language Changes	Comments																		
15.62.140	Park impact fees.	<u>The impact fee schedule below is based on the city’s latest rate study. As authorized under Section 15.62.100, the schedule may automatically increase each January 1, starting in 2025 based on the ENR-CCI.</u> <u>Park Impact Fee Schedule</u> <table><tr><th>Type of Land Use</th><th>2021 Impact Fee</th><th>2022 Impact Fee</th><th>2023 Impact Fee</th><th>2024 Impact Fee</th><th>Per Unit</th></tr><tr><td>Single family</td><td>\$3,490.66</td><td>\$4,479.69</td><td>\$5,475.17</td><td>\$6,464.19</td><td>Dwelling unit</td></tr><tr><td>Multifamily</td><td>\$2,529.85</td><td>\$3,246.64</td><td>\$3,968.11</td><td>\$4,684.90</td><td>Dwelling unit</td></tr></table>	Type of Land Use	2021 Impact Fee	2022 Impact Fee	2023 Impact Fee	2024 Impact Fee	Per Unit	Single family	\$3,490.66	\$4,479.69	\$5,475.17	\$6,464.19	Dwelling unit	Multifamily	\$2,529.85	\$3,246.64	\$3,968.11	\$4,684.90	Dwelling unit	Amend code to insert a section with the new phased impact fee schedule.
Type of Land Use	2021 Impact Fee	2022 Impact Fee	2023 Impact Fee	2024 Impact Fee	Per Unit																
Single family	\$3,490.66	\$4,479.69	\$5,475.17	\$6,464.19	Dwelling unit																
Multifamily	\$2,529.85	\$3,246.64	\$3,968.11	\$4,684.90	Dwelling unit																

Next Steps and Q&A

- Public Hearing of the Planning Commission to provide formal recommendation
- Public Hearing of the City Council to adopt updated Park Impact Fee ordinance

A photograph of a baseball field at sunset. The sky is filled with vibrant orange and red clouds. In the foreground, there is a baseball field with a dirt infield and grass outfield. A chain-link fence runs across the middle ground, with trees and a small building visible behind it. A blue banner is overlaid at the top of the image.

Questions?

Thank you

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

FOR AGENDA OF:

6/28/2021

SUBJECT:

Transportation System Plan and Transportation Impact Fee

DEPT. OF ORIGIN:

Public Works

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

▢ **FCS TIF Presentation May2021v1.pptx**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Washougal Traffic Impact Fee Update

May 2021





Presentation Contents

- ◆ Background
- ◆ Traffic Improvement Fee Methodology
- ◆ Growth Assumptions
- ◆ Capital Improvement Plan Update
- ◆ TIF Fee Calculations
- ◆ TIF Comparisons





Background

- Traffic Impact Fees are:
 - ✓ collected under statute RCW 82.02
 - ✓ assessed based on “trips” generated by a development, and
 - ✓ must be related to “new growth” (impacts) on the system
- Significant Case Law guides program design and policy framework
- Most Cities in WA state and other states implement “impact fee”
- Prior Washougal TIF Program adopted in 2016





Methodology

- ◆ Traffic Impact Fee Background
- ◆ Methodology
- ◆ Growth Assumptions
- ◆ Capital Improvement Plan
- ◆ Fee Calculations
- ◆ City Comparisons





Growth Assumptions

- ◆ **Most travel demand driven by housing growth**
- ◆ **Growth is consistent with Washougal Comp. Plan**
- ◆ **Assumes 22,894 new average daily vehicle trip-ends added over next 20 years based on growth forecasted to occur in Washougal UGA**





Capital Improvement Plan List Update

- ◆ 32 Capital Projects
- ◆ Includes roadway, intersection and multimodal trail projects
- ◆ Estimated cost of \$212.1 million (2021 dollars)
- ◆ TIF share would generate 7.4% or \$15.77 million

<i>2021</i>	<i>Grant Share</i>	<i>WSDOT Share</i>	<i>Public Share</i>	<i>TIF Share</i>	<i>Private Share</i>
\$ 212,065,438	\$ 70,067,857	\$ 5,250,000	\$ 59,632,651	\$ 15,769,044	\$ 61,345,885
	33.0%	2.5%	28.1%	7.4%	28.9%





Proposed Projects List

Washougal Traffic Impact Fee Calculations - 2021



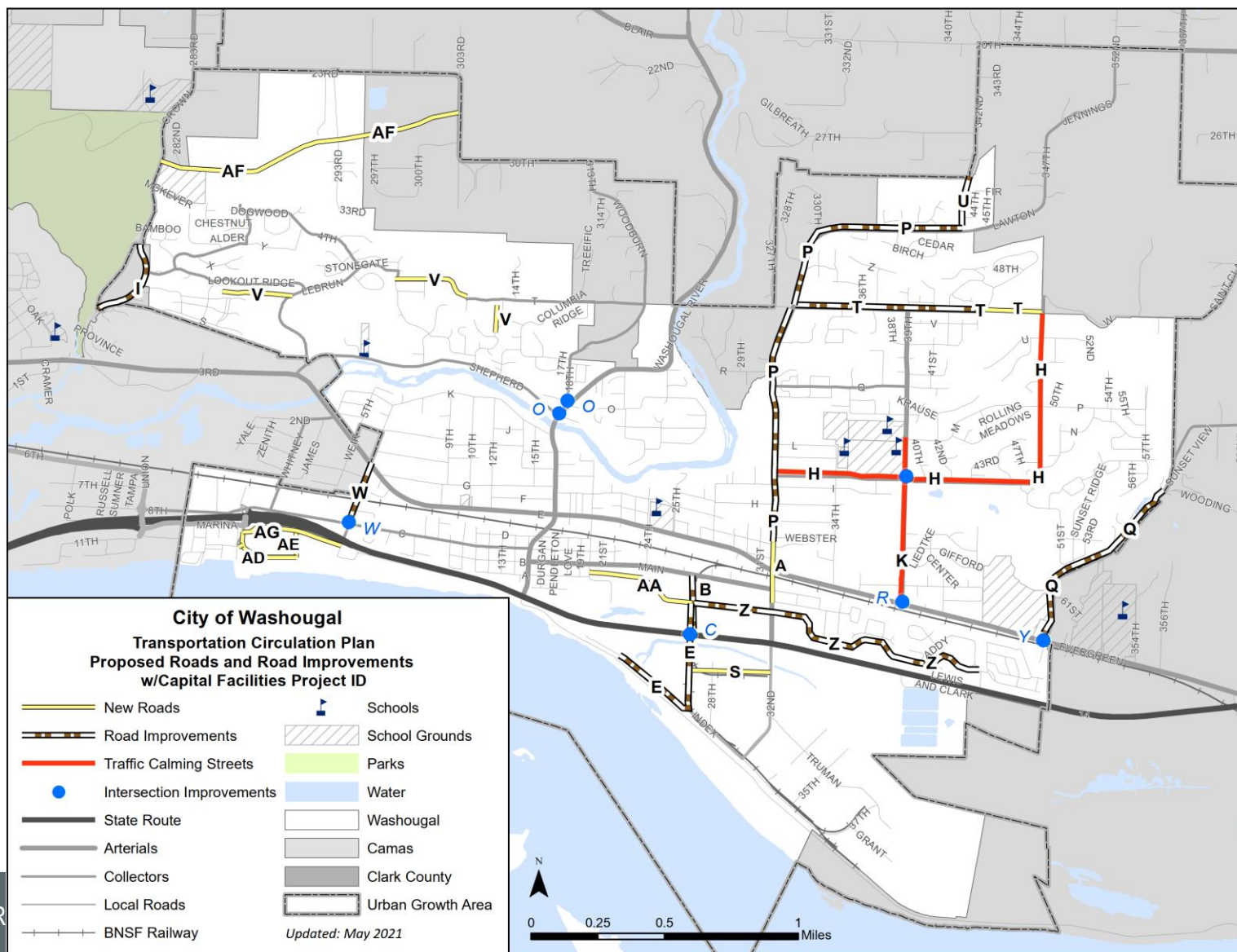
Segment ID	Priority	Segment Name	From	To	Estimated Total Improvement Cost (2021)	TIF Eligible Project	Estimated Year of Completion
B	High	27th Street, widen for turn lanes and bike lanes, sidewalks	Main Street	SR-14	\$ 3,862,541	Yes	2021-2025
AH	High	S 27th Street - Shared Use Path	SR-14	Index St terminus	\$ 268,691	Yes	2021-2025
A	High	32nd Street Rail Underpass Project at BNSF	F Street	B Street	\$ 50,000,000	Yes	2021-2025
W	Low	6th Street, stripe to 3 lanes plus bike lanes and sidewalks (coordinate with Camas to extend improvements north of the BNSF Railroad/Lechner Road)	C Street	E Street	\$ 300,000	No	2021-2025
AF	High	W Hood Avenue improvements to Urban Collector	SE Crown Road	SE 23rd Street	\$ 26,206,159	Yes	2026-2030
G	High	Shepherd Road bike/ped facilities	3rd Avenue	Washougal River Road	\$ 3,713,047	No	2026-2030
J	Medium	Evergreen Way, widen to install bike lanes on south side	32nd Street	45th Street	\$ 600,000	Yes	2026-2030
O	Medium	Washougal River Road intersection improvements	18th/O Street	Shepherd Rd	\$ 1,756,666	Yes	2026-2030
P	Low	32nd/Stiles Road/34th Street, widen to 3 lanes, bike lanes, S/W, guard rail	Evergreen Way	SE Lehr Road	\$ 14,607,893	Yes	2026-2030
Q	Low	Sunset View Road, widen to 2 lane collector with shoulders for bikes and pedestrians	Evergreen Way	SE Wooding Rd.	\$ 10,645,689	No	2026-2030
T	Low	W Street, 2 lane collector and extension across creek	32nd Street	49th Street	\$ 13,685,544	No	2026-2030
U	Low	Lehr Road, widen to collector stds. plus sidewalks	34th Street	UGA Boundary	\$ 3,591,507	No	2026-2030
V	Low	Miscellaneous west city collectors			\$ 5,317,375	No	2026-2030
I	Low	Crown Road/283rd Ave, widen to 3 lane arterial plus bike lanes and sidewalks (coordinate with Camas to extend improvements further north)	NE 7th	Camas UGA	\$ 6,168,155	Yes	2026-2030
Y	Low	Evergreen Way & Sunset View Road Intersection Improvements	Intersection	Intersection	\$ 2,600,956	Yes	2026-2030
Z	Low	Addy Street, widen for turn lanes, bike lanes, sidewalks	27th Street	45th Street	\$ 7,810,160	No	2026-2030
AA	High	A Street/Addy Street Connection/Town Center Connector	20th Street	27th Street	\$ 7,000,000	Yes	2026-2030
H	Medium	49th Street/J Street, traffic calming	W Street	32nd Street	\$ 2,574,059	No	2031-2040
S	Medium	Ford Street Extension	27th Street	32nd Street	\$ 7,470,047	No	2031-2040
L	Medium	C & Main Street bike lanes and sidewalks	Washougal River Road	34th Street	\$ 3,094,408	No	2031-2040
M	Medium	C Street bike lanes and sidewalks	6th Street	Washougal River Road	\$ 2,474,554	No	2031-2040
N	Medium	39th Street bike/ped facilities	W Street	Evergreen Way	\$ 2,474,701	No	2031-2040
R	Low	Evergreen @ 39th Street, minor Intersection Improvements	Intersection	Intersection	\$ 104,780	Yes	2031-2040
AC	Low	N T Street (previously 40th Street) bike/pedestrian facilities	Crown Rd/283rd Ave.	Woodburn Hill	\$ 4,950,324	No	2031-2040
AB	Low	Washougal River Bike/ped trail and crossing @ 9th Street	Shepherd Road	K Street	\$ 1,855,916	No	2031-2040
K	Medium	39th Street, traffic calming	Evergreen Way	M Street	\$ 1,006,351	No	2031-2040
X	Low	Washougal River Bike/ped trail and crossing @ 28th Street	28th Street	L Street	\$ 1,855,916	No	2031-2040
C	High	SR14 Access Improvements at 27th	Ramp Improvements	Ramp Improvements	\$ 15,000,000	No	2021-2025
E	High	27th/Index Port Access Improvements Project	27th at Addy Street	Private Driveway on Index west of 27th	\$ 8,000,000	Yes	2021-2025
AD	High	S. 2nd Street/A Street Realignment	S. 2nd Street RB	S. 4th Street	\$ 1,900,000	Yes	2021-2025
AE	High	S. 4th Street	S. 2nd Street	S. Marina Way/A Street	\$ 770,000	Yes	2021-2025
AG	High	Marina Way/A Street Improvements	S. 2nd Street RB	S. 7th Street	\$ 400,000	No	2021-2025

	Recommended TIF Projects
	Major Roadway Project
	Neighborhood Project
	Bike/Ped Project

Total Project Costs	\$ 212,065,438	2021-2025	\$ 80,501,232
TIF Eligible Projects	\$ 123,845,840	2026-2030	\$ 103,703,150
		2031-2040	\$ 27,861,056

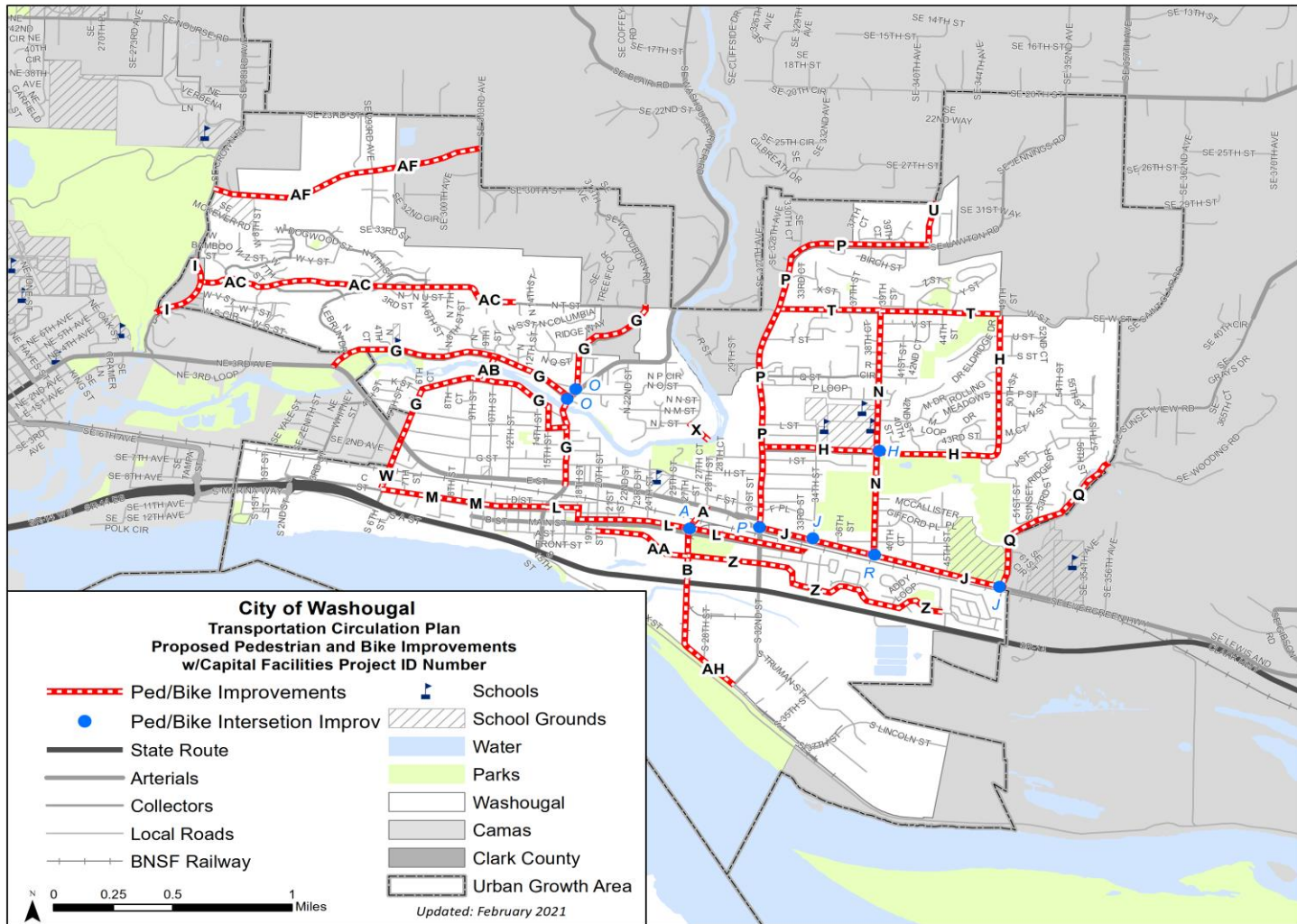


Proposed Roads and Road Improvements



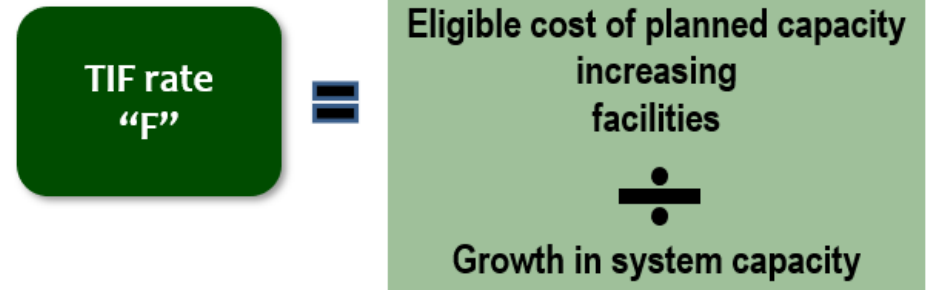


Proposed Pedestrian and Bike Improvements





TIF Methodology



$$\text{TIF} = F \times T \times A$$

- ♦ “F” means the fee per vehicle trip based on growth assumptions. The trip fee may be adjusted annually for inflation using the Engineering News Record Construction Cost Index for Seattle.
- ♦ “T” means the trips generated by the proposed development. The existing “T” calculation includes, for some retail uses, a “business enhancement factor (BEF)” adjustment. In the absence of a precise land use code that fits the development proposal, the director of public works or designee shall select the most similar code and may make appropriate adjustments thereto, the Transportation Manager shall be guided by the most recent edition of the *Trip Generation Manual*, Institute of Transportation Engineers.
- ♦ “A” means an adjustment for anticipated additional tax revenues resulting from a development which is prorated to system improvements contained in the capital facilities plan. Such adjustment for traffic impacts is determined to be 15%, so that “A” equals 85%. (Source Washougal Transportation Facilities Plan, 2016).



TIF Comparisons

- ◆ Washougal TIF Rate will remain lower than surrounding areas

Traffic Impact Fee per New Single Family Residence (SFR)

	Fee per Trip*	Trip Type	Fee per SFR
Vancouver - Columbia	\$201	ADT	\$1,709
Vancouver - Cascade	\$275	ADT	\$2,338
Clark County - Rural	\$352	ADT	\$2,848
Vancouver - Pacific	\$358	ADT	\$3,043
Battleground	\$326	ADT	\$3,120
Washougal (current)	\$360	ADT	\$3,398
Clark County - Orchards	\$421	ADT	\$3,407
Camas - South	\$3,555	PHVT	\$3,555
Clark County - Hazel Dell	\$487	ADT	\$3,940
Washougal (indexed)**	\$443	ADT	\$4,185
Ridgefield	\$444	ADT	\$4,195
Portland (TSDC) - Citywide	\$4,507	PHVT	\$5,544
Washougal (new max)	\$689	ADT	\$6,502
Clark County - Mount Vista	\$930	ADT	\$7,526
Portland (TSDC) - Innovation Quad	\$6,829	PHVT	\$8,400
Portland (TSDC) - N. Macadam	\$7,391	PHVT	\$9,091
Camas - North	\$9,341	PHVT	\$9,341

*Average Daily Trips (ADT) or Peak Hour Vehicle Trips (PHVT)

Camas, Portland, Ridgefield, Vancouver and Washougal fees calculated based on ITE Manual Average Rate

** assumes 3.53% annual escalation from original fee adoption (2015) based on Seattle ENR CCI.



Major Recommendations

- ◆ Maintain one citywide TIF District
- ◆ Honor existing TIF credits
- ◆ Update Traffic Improvement Project (TIF) list
- ◆ Approve TIF Program Technical Document text and maps for City Council approval
- ◆ Propose new TIF rate of \$689 per trip starting on **July 1, 2022** with annual inflation adjustments



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

FOR AGENDA OF:

6/28/2021

SUBJECT:

Contractor Agreement "R" Street and "S" Street Waterline Replacement Project with Halme Excavating

DEPT. OF ORIGIN:

Public Works

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

▣ **Contractor Agreement: R Street and S Street Waterline Project - Halme Excavating**

EXPENDITURE REQUIRED:

\$120,080.10

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Staff recommends awarding the contract to Halme Excavating in the amount of \$120,080.10. The funding for this project is being provided from the savings from the Woodburn Hill Transmission Main Improvements that was budgeted and completed earlier this year.



City of Washougal
PUBLIC WORKS PURCHASING

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

Contract Title: _____ Vault Filing Number: _____

Vendor Name: _____ Vendor Number: _____

Contract Overview: _____ Contract Total: _____

Project Manager: _____ Ext: _____ Department: Public Works

Project Number: _____

Budget Code(s): _____

Engineer's Project Estimate: \$ _____

Contract Price: \$ _____

Type of Procurement Method: _____

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.](#)



Gateway to the Gorge PROCUREMENT

CONTRACTS OFF MRSC SMALL WORKS ROSTER SOLICITATION

Date: _____ From: _____ Department: _____ Account # _____

Project: _____ Project # _____

VENDOR NAME	ADDRESS	CITY, ST, ZIP	E-MAIL OR PHONE	BID TOTAL

Apparent Low Bidder: _____

Approved budget for contract: _____

Date: _____ PO # Assigned: _____

Authorized Signature: _____ Date: _____

City of Washougal, Washington
Contractor Agreement
Project Name _____

THIS CONTRACT, effective this _____ day of _____, 2021, is entered into by and between Contractor _____ hereinafter referred to as the Contractor, and the City of Washougal, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

1. **Contractor's Obligation:** The Contractor, for and in consideration of the sum to be paid to it by the Owner in the manner and at the times provided, hereinafter and in the Specifications, and in consideration of the covenants and agreements herein contained, which documents are incorporated into and made a part of this contract, hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary for construction and installation of the following improvements:

PROJECT NAME: _____

All work shall be done in accordance with the Contract on file with the City of Washougal, and in accordance with such alterations or modifications as may be made by the Owner. The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner and within the time limits stated in the Contract. The Contractor agrees that it will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

2. **E-Verify Program:** The Contractor will certify their participation in the E-Verify Program by submitting a Declaration of Participation Form. 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. The Contractor shall provide verification of their compliance immediately upon any City request. Failure by the Contractor to comply with such requests may be considered a breach of contract.
3. **Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its tier subcontracts, and shall require all of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each tier subcontractor meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have a current City of Washougal General Business License;
4. If applicable, have
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
5. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
6. Have received training on the requirements related to public works and prevailing wage under RCW 39.04.350 and RCW 39.12. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption.

4. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Washougal City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Washougal and the laws of the State of Washington, the following sum as indicated:

Including 8.4% Washington State Sales Tax (if applicable)

The total amount paid to the Contractor by the City may not exceed _____ and
 _____/100 Dollars (\$ _____
 _____).

The amount finally to be paid is, however, variable upon the work actually done and final payment will be made upon the basis of the amount of work done and the materials furnished and at the lump sum or unit prices fixed in the Contractor's Proposal or as modified by any or all approved Change Orders.

5. **Contractor's Insurance:** Contractor's liability insurance shall include completed operations and product liability coverage including:

1.	General Aggregate	\$2,000,000.00
2.	Completed Operations Aggregate	\$2,000,000.00
3.	For Each Occurrence (<i>Bodily Injury and Property Damage</i>)	\$1,000,000.00
4.	Property Damage Liability Insurance will include Explosion, Collapse and Underground coverage where applicable	\$2,000,000.00
5.	Automobile Liability for one (1) Bodily Injury:	
		\$1,000,000.00 per each person
		\$2,000,000.00 per each accident
6.	Property Damage	\$1,000,000.00 each accident

Subcontractors shall also be required to maintain insurance at the above stated limits.

The City of Washougal shall be named as an additional insured under all insurance required herein.

6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Washougal a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Washougal, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Revised Code of Washington, Chapter 39.08.
7. **Employment of Labor:** The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall be in accordance with all federal, state and local laws.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hours work in accordance with the provisions of the Revised Code of Washington, Chapter 39.12, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is_____.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

9. **Payment to the Contractor:** Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Revised Code of Washington Ch. 60.28.

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per RCW 39.12 and RCW 60.28, in the event no claims, as provided by law, have been filed against such funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in Revised Code of Washington 39.08.030 and within the time provided in RCW 60.28 as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by Revised Code of Washington 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320 *Payroll*. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

10. **Indemnity:**

- A. **CONTRACTOR'S RESPONSIBILITY.** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the negligent performance of services by Contractor pursuant to this Agreement. This indemnification shall not include personal injury claims by outside third parties, except insofar as the claim relates to a latent condition not disclosed to the City.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.
 2. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.
- 11. Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Ch.42.56 RCW.
- 12. Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
- 13. Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
- 14. Bid Documents & Contract:** The complete Contract includes these parts: the Contract Form, Bidder's complete Proposal Form, Contract Plans, Contract Provisions, Standard Specifications, Standard Plans, Addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.
- 15. Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda:** As defined in section 1-04.2 in the 2012 Standard Specifications for Road, Bridge and Municipal

Construction as published by the Washington State Department of Transportation as modified by the Special Provisions, provided that this contract form shall supersede in the event of conflict.

16. Force Majeure: If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall excuse both party's performance for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event shall such time extend for a period of more than one hundred eighty (180) days

17. **Notices:** Whenever in this written Contract written notices are to be given or made, they may be sent to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

[SPACE INTENTIONALLY LEFT BLANK]

Owner: City of Washougal
1701 "C" Street
Washougal, WA 98671

Contractor Name: _____
Street Address: _____
City, State, Zip: _____

Original signed at Washougal, Washington, on the dates listed below.

CITY OF WASHOUGAL, a municipal corporation

By:
City Manager, Date

Attest:

City Clerk

CONTRACTOR:

By: (Proprietor, Partner, or corporate
President must sign)

(Title)

Date

Approved as to form:

City Attorney, Date

BID PROPOSAL FORM

Received

JUN 17 2021

TO: City of Washougal
1701 "C" Street
Washougal, WA 98671

City of Washougal

FROM: Bidder:

Halme Excavating Inc.

Address:

22514 NE 72nd Ave
Battle Ground, WA 98604

UBI #:

602-071-706

Contact Name:

Pekka 'Pete' Halme

Telephone:

360-687-7399

Email:

halmexc@gmail.com

The undersigned, as bidder, declares that we have examined all of the contract documents and that we will contract with the City of Washougal to do everything necessary to complete the work as outlined on the plans and specification for the "R" Street and "S" Street Waterline Project.

We acknowledge that addenda numbers 1 to 1 have been delivered to us and have been examined as part of the contract documents. We agree that the bid Bond and the Qualification of Bidder shall form a part of this proposal.

Attached is a bid bond duly completed by a guaranty company authorized to carry on business in the State of Washington, in the amount of no less than five percent (5%) of the total amount of our proposal, or alternatively, there is attached a certified or cashier's check payable to the City of Washougal in the amount of no less than five percent (5%) of the total amount of our proposal.

If our BID is accepted, we agree to sign the contract form and to furnish the contract bond and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree, if our BID is accepted and a contract for performance of work is entered into with the City of Washougal, to so plan the work and to prosecute it with such diligence that all the work shall be completed within the time period stated in the contract. We understand that the City of Washougal reserves the right to reject any or all bids and to determine which proposal is, in the judgment of the City of Washougal, the lowest responsible bid, and which proposal, if any, should be accepted in the best interests of the City of Washougal and that the city of Washougal also reserves the right to waive any informalities in any proposal or bid.

We further state that we have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

We propose to perform the work at the prices listed in the following bid schedules:

Notes:

- (1) Bid items shall include all applicable fees and permits.
- (2) For detailed description and/or explanation, see plans.

BASE BID "R" Street Waterline

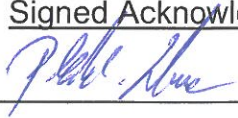
Item No.	Estimated Quantity	Unit	Description/Manufacturer	Unit Price	Total Cost
1.	1	FA	Minor Changes	\$2,500.00	\$ <u>2,500.00</u>
2.	1	LS	'R' Street Waterline, Complete	\$ <u>61,800.00</u>	\$ <u>61,800.00</u>
3.	1	FA	Directional Drilling With Rock Bit (If Needed)	^{4,000.00} \$42,000.00	\$ <u>4,000.00</u>
SUBTOTAL BASE BID (SUM OF ITEMS 1 THROUGH 3)				\$ <u>68,300.00</u>	\$ <u>68,300.00</u>
ADDENDA (IF ANY)				\$ <u>—</u>	
WASHINGTON STATE SALES TAX AT 8.4%				\$ <u>5,737.20</u>	\$ <u>5,737.20</u>
TOTAL BASE BID (W/ ADDENDA)				\$ <u>74,037.20</u>	

ALTERNATIVE A: "S" Street Waterline

Item No.	Estimated Quantity	Unit	Description/Manufacturer	Unit Price	Total Cost
A1	1	FA	Minor Changes	\$2,500.00	\$ <u>2,500.00</u>
A2	1	LS	'S' Street Waterline, Complete	\$ <u>38,475.00</u>	\$ <u>38,475.00</u>
A3	1	FA	Directional Drilling With Rock Bit (If Needed)	^{1,500.00} \$5,000.00	\$ <u>1,500.00</u>
SUBTOTAL ALT A BID (SUM OF ITEMS A1 THROUGH A3)				\$ <u>42,475.00</u>	\$ <u>42,475.00</u>
ADDENDA (IF ANY)				\$ <u>—</u>	
WASHINGTON STATE SALES TAX AT 8.4%				\$ <u>3,567.90</u>	\$ <u>3,567.90</u>
TOTAL ALT A BID (W/ ADDENDA)				\$ <u>46,042.90</u>	\$ <u>46,042.90</u>
TOTAL BID (BASE BID + ALTERNATE A BID)				\$ <u>120,080.10</u>	

1. Award of the contract to the lowest responsive bidder shall be based on the base bid only.
2. The Add Alternate item is an additional item of work that may be awarded as part of the contract if the bids come within the budget.

BIDDER acknowledges receipt of the following ADDENDUM:

<u>Addendum No.</u>	<u>Addendum Receipt Date</u>	<u>Signed Acknowledgement</u>
1	✓ 6-3-21 A	
2		
3		
4		

NON-COLLUSION AFFIDAVIT

STATE OF Washington)

) SS. NON-COLLUSION AFFIDAVIT

COUNTY OF Clark)

Susan Halme, being first duly sworn, on ~~his~~/her oath says that ~~he~~/she is the Vice President of Halme Excavating, Inc. and that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to his/her self an advantage over any other bidder or bidders.

SIGN HERE Susan J. Halme (Consultant)

Subscribed and sworn to before me this 15th day of June, 2021.

Jill Ann Duncan

Notary Public in and for the State of Washington

Commission Expires: 9-4-2022



QUALIFICATION OF BIDDER

Project: "R" Street and "S" Street Waterline

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company: (names and positions)

Pekka O. Halme, President Susan Halme, Vice Pres.
Andrew Halme, Superintendent

The Contractor's superintendent at the job site per Article 1-05.13 of the Standard Specifications will be (give full name): Andrew Halme

The last three projects completed or substantially completed by our company involving similar construction work are as follows:

1. Project Name: Cedar Drive Watermain Replacement
Dollar amount of Contract: \$ 298,000 -
Owner: Clark PUD
Owner's Representative: Nicholas Flagg
Phone: 360-992-8021
Email Address: nflagg@clarkpud.com
Contractor's Superintendent on this Project: Andrew Halme
Brief Description of Project Scope: Water main Replacement, incl. HDPE pipe
water services, repaving.

2. Project Name: Daniels Street Watermain Replacement
Dollar amount of Contract: \$ 357,400. -
Owner: City of Vancouver
Owner's Representative: Nicollette Roth
Phone: 360-772-9441
Email Address: nicollette.roth@cityofvancouver.us
Contractor's Superintendent on this Project: Andrew Halme
Brief Description of Project Scope: Install apx 2200 l.f. of
ductile iron watermain, w/ related work.

3. Project Name: NW 41st + NW 43rd St. Watermain Replacement
Dollar amount of Contract: \$ 595,660.
Owner: City of Vancouver
Owner's Representative: Bailey Smithline
Phone: 360-567-8514
Email Address: bailey.smithline@cityofvancouver.us
Contractor's Superintendent on this Project: Andrew Halme
Brief Description of Project Scope: Appx 2700 l.f. ductile iron water-
main replacement with related water services,
fire hydrants, re-surfacing etc.

REGISTRATION STATEMENT:

We acknowledge the City's requirement for this contract to enroll and participate in the Department of Homeland Security E-Verify Program to confirm employment eligibility of all employees working under this contract. (Initial the appropriate below)

X

We are currently enrolled in the E-Verify program and have attached a copy of our Declaration of Participation to this form.

We are **NOT** currently enrolled in the E-Verify program, but will enroll and submit a copy of our Declaration of Participation within one (1) business day of the bid opening. **We acknowledge that bidders failing to comply with this requirement will be deemed non-responsive.**

Title of person completing this form: Vice President

Signature Andrew Halme

Date 6-15-21

Phone No 360-687-7399

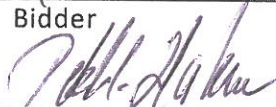


Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (June 2, 2021), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Halme Excavating, Inc
Bidder


Signature of Authorized Official*

Pekka O. ("Pete") Halme
Printed Name

President
Title

June 15, 2021
Date

Battle Ground
City

Wash.
State

Check One:

Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



DECLARATION OF PARTICIPATION IN E-VERIFY PROGRAM

Effective April 16, 2012 in accordance with Resolution No. 1051, the Contractor listed below declares that they are registered with and have entered into a Memorandum of Understanding with the Department of Homeland Security E-Verify Program.

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.

Contractor shall provide verification of compliance immediately upon any City request. Failure by Contractor to comply with such requests may be considered a breach of contract.

NAME OF BUSINESS:

Halme Excavating, Inc

ADDRESS:

22514 NE 72nd Avenue, Battle Ground, WA 98604

PHONE:

360-687-7399

EMAIL:

halmexc@gmail.com

Dated this

15th

day of

June

, 2021.

Susan M. Halme

Approved Agent of the Contractor

Title:

Vice President

FOR CITY USE ONLY:

DATE RECEIVED:	NOTES: _____

BID OR PROPOSAL BOND

KNOW ALL BY THESE PRESENTS:

Bond N/A

That We, Halme Excavating, Inc. of 22514 NE 72nd Avenue, Battle Ground, WA 98604

(hereinafter called the principal), as principal, and RLI Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of Washington as Surety, are held and firmly bound unto City of Washougal, 1701 "C" Street, Washougal, WA 98671 (hereinafter called the Obligee)

in the just and full sum of Five Percent of the Total Amount Bid----

_____ Dollars (\$ --5%--) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal for the "R" Street Waterline Replacement

in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefor.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 15th day of June, 2021

Halme Excavating, Inc.

By

Pekka O. Halme, President

RLI Insurance Company

By

Gail A. Price, Attorney-in-Fact



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Gloria Bruning, Ray M. Paiement, J. Patrick Dooney, Richard W. Kowalski, Tami Jones, Vicki Mather, Brent Olson, Philip O. Forker, Joel Dietzman, Karen A. Pierce, Christopher A. Reburn, Gail A. Price, jointly or severally

in the City of Portland, State of Oregon, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 27th day of July, 2016.

State of Illinois }
County of Peoria }

SS



RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company** this 15th day of June, 2017.

RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

