



**CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP MEETING
MINUTES
Monday, May 23, 2022
5:00 PM**

MEETING INFORMATION

Please click on link below to join webinar:
<https://us02web.zoom.us/j/85260012186>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. NEW BUSINESS

- A. Public Works: Stormwater Filter Vault Maintenance**
- B. Public Works: Operations Center Assessment and Master Plan**
- C. City Manager's Office: County-wide Sales and Use Tax Proposition for Public Safety and Criminal Justice Purposes**
- D. City Manager's Office: Boards and Commissions Update**

V. PUBLIC COMMENTS

VI. REPORTS AND COMMUNICATIONS

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

VII. ADJOURNMENT

Mayor

City Clerk



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.](#)

Stormwater Filter Vault Maintenance
City of Washougal
RFB Due 2PM May 6, 2022

				River City Environmental (UBI 601 920 860) https://secure.ini.wa.gov/verify/Detail.aspx?UBI=601920860&LIC=RIVERCE981BT&SAW=		Olson Environmental LLC (UBI 604 152 801) https://secure.ini.wa.gov/verify/Detail.aspx?UBI=604152801&LIC=OLSONEL831R1&SAW=		RC Northwest Inc (UBI 601 612 336) https://secure.ini.wa.gov/verify/Detail.aspx?UBI=601612336&LIC=RCNORI*055DO&SAW=		Nutter Corporation (UBI 601 407 344) https://secure.ini.wa.gov/verify/Detail.aspx?UBI=601407344&LIC=NUTTEUU088PE&SAW=		Aqualis/ Innovac (UBI 603 469 527) https://secure.ini.wa.gov/verify/Detail.aspx?UBI=603469527&LIC=INNOV**803M1&SAW=	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Traffic Control (Facilities along Evergreen Way, N Lebrun Drive, J Street & G Street & other facilities as needed)	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 10,506.43	\$ 10,506.43	\$ 1,000.00	\$ 1,000.00	declined to bid		declined to bid	
2	Exchange of Cartridge Media	EA	127	\$ 159.72	\$ 20,285.00	\$ 144.50	\$ 18,351.50	\$ 205.00	\$ 26,035.00				
3	Vactoring of Facility Floors (20 Filter Facilitiess)	EA	20	\$ 1,202.00	\$ 24,040.00	\$ 1,000.00	\$ 20,000.00	\$ 850.00	\$ 17,000.00				
4	Hauling all waste materials offiste with proper disposal	LS	1	\$ 9,420.00	\$ 9,420.00	\$ 6,900.00	\$ 6,900.00	\$ 2,800.00	\$ 2,800.00				
5	Replacement Cartridges	EA	5	\$ 600.00	\$ 3,000.00	\$ 550.00	\$ 2,750.00	\$ 545.00	\$ 2,725.00				
6	8.4% WSST on amount totals of items 1-5				\$ 5,270.58		\$ 4,914.67		\$ 4,163.04				
	TOTAL BID (sum of items 1 - 6)				\$ 68,015.58		\$ 63,422.60		\$ 53,723.04				

APPARENT LOW BIDDER RC Northwest Inc

City of Washougal, Washington
Contractor Agreement
Project Name _____

THIS CONTRACT, effective this _____ day of _____, 2022, 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

RESOLUTION NO. _____

A RESOLUTION relating to support for the county-wide ballot proposition to impose a one-tenth of 1% sales and use tax for public safety and criminal justice purposes pursuant to RCW 82.14.450.

WHEREAS, public safety is critical to creating and maintaining a vibrant and livable community, and our law enforcement and criminal justice employees are essential to protecting public safety; and

WHEREAS, the need for public safety is universal and not the burden of one particular jurisdiction. The City of Washougal partners with other law enforcement agencies in Clark County to work together to protect public safety; and

WHEREAS, law enforcement and criminal justice costs are increasing; and

WHEREAS, the Clark County Council is proposing to the voters at the August 2022 primary election consideration of a one-tenth of 1% sales and use tax pursuant to RCW 82.14.450 for public safety and criminal justice purposes. If approved, 40% of the funding will be distributed to the cities in Clark County, including the City of Washougal; and

WHEREAS, like other jurisdictions in Clark County, the City of Washougal intends to implement a body-worn camera program for the Police Department and is pursuing funding, and funding from the proposed sales and use tax will provide a dedicated source of revenue to support the program long-term, including hardware, software and one FTE program staffing; and

WHEREAS, funding from the proposed sales and use tax will also provide the opportunity to make additional public safety enhancements in the Washougal Police Department, potentially to include one additional FTE.

NOW, THEREFORE, BE RESOLVED BY THE CITY OF WASHOUGAL COUNCIL, STATE OF WASHINGTON, AS FOLLOWS:

The Washougal City Council supports the proposition to the voters of the county for consideration of the one-tenth of 1% sales and use tax for public safety and criminal justice purposes.

PASSED by the Council of the City of Washougal at regular meeting on the **13th** day of **June** **2022**.

City of Washougal, Washington

Mayor

ATTEST:

Finance Director / City Clerk

APPROVED AS TO FORM:

City Attorney

DRAFT
