



**CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP AGENDA
Monday, May 9, 2022
5:00 PM**

MEETING INFORMATION

Please click on the link below to join webinar:
<https://us02web.zoom.us/j/84464019783>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. NEW BUSINESS

- A. Public Works: Hartwood Park Pedestrian Bridge Construction Contract**
- B. Public Works: 39th Street Realignment Construction Award**
- C. Public Works/Finance: Professional Services Agreement with FCS Group for Utility Rate Study**

V. PUBLIC COMMENTS

VI. REPORTS AND COMMUNICATIONS

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

VII. ADJOURNMENT

UPCOMING MEETINGS: Monday, May 23, 2022- Workshop at 5:00 pm and Council at 7:00 pm

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

5/8/2022

SUBJECT:

MEETING INFORMATION

Please click on the link below to join webinar:

<https://us02web.zoom.us/j/84464019783>

DEPT. OF ORIGIN:

Finance

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

No

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Workshop
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

5/9/2022

SUBJECT:

Public Works: Hartwood Park Pedestrian Bridge Construction Contract

DEPT. OF ORIGIN:

Public Works

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▯ Hartwood Park Bridge CC PPT 5.9.22.pdf
- ▯ 2022 Procured Contract Hartwood Park Campen Creek Bridge

EXPENDITURE REQUIRED:

\$172,356.00

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

McDonald Excavating was the low bidder on the bridge site work with a bid of \$172,356. Staff would recommend that city council authorize the city manager to execute a contract with McDonald Excavating in the amount of \$172,356 for the bridge site work.

RECOMMENDED ACTION

Hartwood Park Pedestrian Bridge Replacement – Construction Services Contract

May 9, 2022 | Presented by Rob Charles



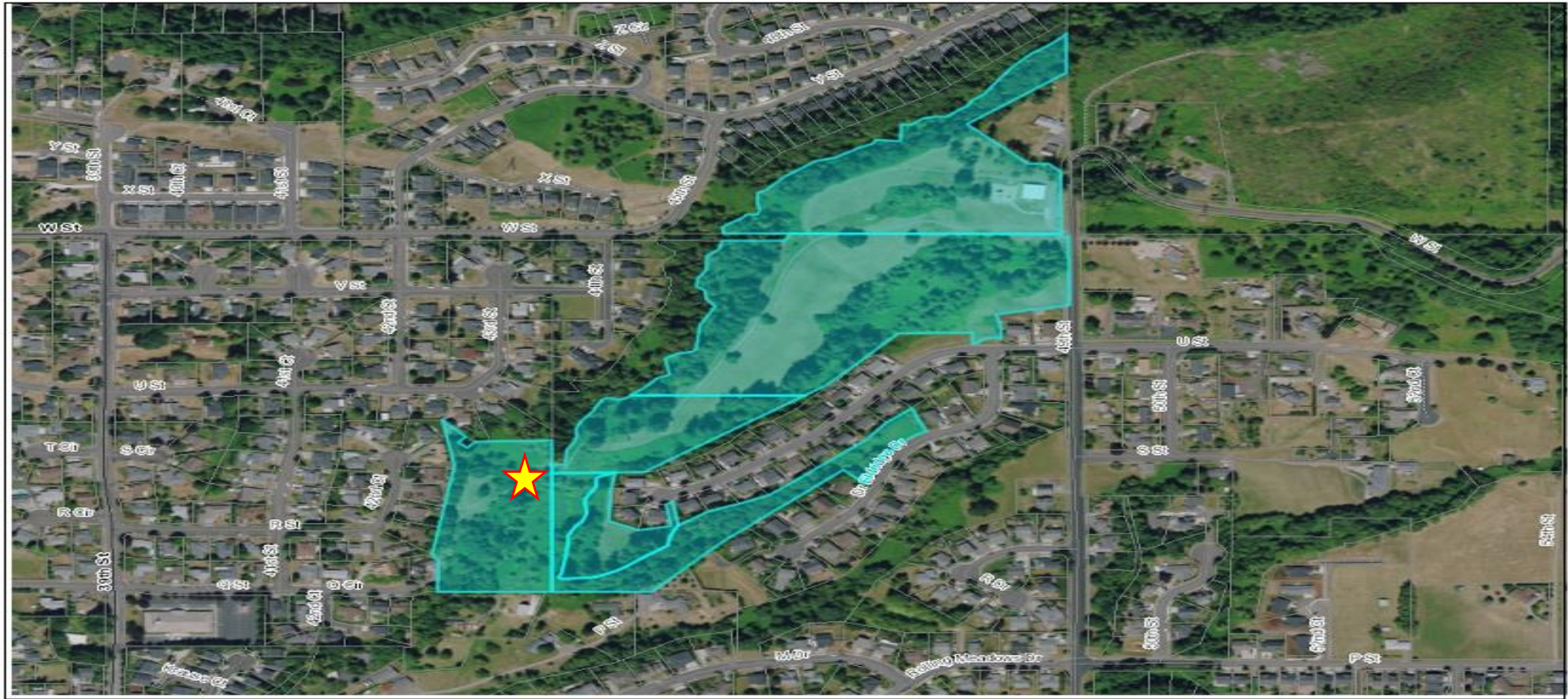
City of Washougal

Hartwood Park Pedestrian Bridge Replacement

- The existing bridge is in a failing condition and can not be repaired. The existing footings of the bridge have settled and will also need to be replaced.



Hartwood Park Pedestrian Bridge Replacement



Hartwood Park Pedestrian Bridge Replacement

The city initially sent out the project for bids in February and did not receive any bids. It was repackaged and re-bid based on discussions with contractors on the initial bid.

The city received two bids for construction on the project after it was re-bid. McDonald Excavating was the low bidder at \$172,356.

Total costs for the bridge include the following;

Design and permitting - \$97,948

Bridge and installation - \$69,222.83

Site work - \$172,356

TOTAL - \$339,526.83



Next Steps

Staff would recommend that council authorize the city manager to execute a Construction Services contract with McDonald Excavating in the amount of \$172,356 for the Hartwood Park Bridge Project.



Questions?



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

Contract Title:	Hartwood Park Pedestrian Bridge Replacement	Vault Filing Number:	10-10-194
Vendor Name:	McDonald Excavating Inc	Vendor Number:	164
Contract Overview:	Hartwood Park Pedestrian Bridge	Contract Total:	\$172,356.00

Project Manager: Rob Charles Ext: Department: Public Works

Project Number: PK-2021-02

Budget Code(s): 350-00-594-576-5063

Engineer's Project Estimate: \$ \$150,000

Contract Price: \$ \$172,356.00

Type of Procurement Method: MRSC Small Works 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.](#)

The apparent low bidder is McDonald Excavating:

Bid Tab for: CITY OF WASHOUGAL Hartwood Park Pedestrian Bridge Replacement				McDonald Excavating 4120 S Lincoln Street Washougal, WA 98671 Ryan McDonald Phone: 360-835-8794 Email: ryan@mcdonaldexcavatinginc.com		Tapani, Inc. 1904 SE 6th Place Battle Ground, WA 98604 Tod Tapani Phone: 360-687-1148 Email: totdt@tapani.com	
Item No.	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Minor Change	1	FA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	Mobilization	1	LS	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00
3	Erosion Control & Water Pollution Prevention	1	LS	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00
4	Bridge & Site Demolition, Complete	1	LS	\$20,000.00	\$20,000.00	\$12,000.00	\$12,000.00
5	Pre-Cast Concrete Bridge Abutments	1	LS	\$55,000.00	\$55,000.00	\$65,000.00	\$65,000.00
6	Gravel Pathway Restoration	1600	SF	\$8.00	\$12,800.00	\$8.00	\$12,800.00
7	Timber Stairs	1	LS	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00
8	Cement Concrete Curb	30	LF	\$160.00	\$4,800.00	\$220.00	\$6,600.00
9	Cement Concrete Sidewalks & Ramps	12	SY	\$450.00	\$5,400.00	\$425.00	\$5,100.00
10	Seeding & Fertilizing	2000	SY	\$2.00	\$4,000.00	\$2.50	\$5,000.00
11	Brush Layer	1	LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
12	Wood Fencing	1	LS	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
13	Removable Bollard	1	EA	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
				Subtotal	\$159,000.00	Subtotal	\$166,000.00
				8.4% Sales Tax	\$13,356.00	8.4% Sales Tax	\$13,944.00
				Total Bid:	\$172,356.00	Total Bid:	\$179,944.00

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

Workshop
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

5/9/2022

SUBJECT:

Public Works: 39th Street Realignment Construction Award

DEPT. OF ORIGIN:

Public Works

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▢ Washougal TIF.pdf
- ▢ Procured CA 39th ST Evergreen Way Intersection Improvements

EXPENDITURE REQUIRED:

\$152,727.00

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

The intersection of 39th Street with Evergreen Way is not perpendicular which causes sight distance issues for cars turning from 39th Street onto Evergreen Way, particularly those turning east onto Evergreen. There are also many buses which are hindered with their turning movements due to the skewed intersection. This project will align 39th with Evergreen way at 90 degrees and aid in both sight distance and the safety of turning movements.

Staff would recommend that city council authorize the city manager to execute a contract with Haag and Shaw, Inc in the amount of \$152,727.

RECOMMENDED ACTION

39th Street/Evergreen Way Intersection Realignment – Construction Services Contract

May 9, 2022 | Presented by Rob Charles



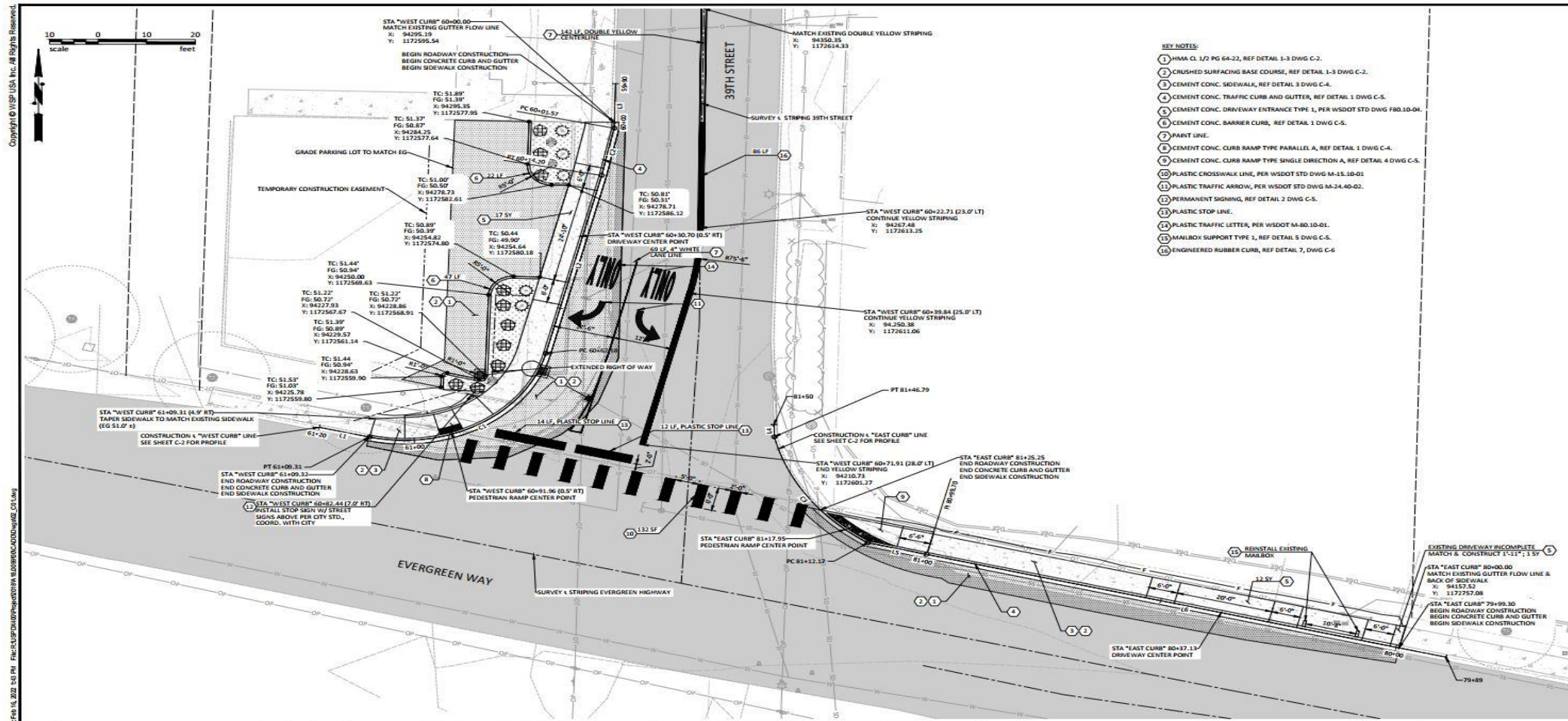
City of Washougal

39th Street/Evergreen Way Intersection Realignment

- The existing intersection of 39th Street with Evergreen Way is not at a 90 degree angle creating sight distance issues for drivers wanting to turn from 39th Street east onto Evergreen Way.
- There are also a number of busses which turn from Evergreen onto 39th Street and vice versa. The realignment of the intersection will make this movement easier for busses and trucks.
- There will be a loss of three parking spaces in the permit center parking lot due to the realignment.



39th Street/Evergreen Way Intersection Realignment



Next Steps

The city received one bid on the project. The engineer's estimate on the project was \$175,000. Staff would recommend that council authorize the city manager to execute a Construction Services contract with Haag and Shaw, Inc, in the amount of \$152,727 for the 39th Street/Evergreen Way Intersection Realignment Project.



Questions?





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 _____, 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

BID PROPOSAL FORM

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

FROM: Bidder: Haag & Shaw, Inc.
Address: 636 SE 3rd AVE
Camas, WA 98607
UBI #: 601016752
Contact Name: Travis Mansur
Telephone: 360-834-2514
Email: mansurt@frontier.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 39th Street and Evergreen Way Intersection Improvements Project.

We acknowledge that addenda numbers _____ to _____ 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

Mandatory Bidder's Criteria


COMPANY OWNER/OFFICER SIGNATURE

3/18/22
DATE

Haag & Shaw, Inc.
CONTRACTOR NAME (PRINT OR TYPE)

636 SE 3rd AVE, Camas, WA 98607
CONTRACTOR MAILING ADDRESS

360-834-2514
PHONE NUMBER

Haag SI*131KD
DOL CONTRACTOR LICENSE REGISTRATION NUMBER

4/26/23
EXPIRATION

601016752
UNIFIED BUSINESS IDENTIFIER NUMBER (UBI)

3089
WASHOUGAL GENERAL BUSINESS LICENSE NUMBER

328,645-01
LABOR & INDUSTRIES WORKER COMPENSATION NUMBER

623589006
EMPLOYMENT SECURITY DEPARTMENT (UNEMPLOYMENT) NUMBER

91-1370069
EXCISE TAX REGISTRATION (FEDERAL ID) NUMBER

NOTE TO BIDDER: Sign and date this sheet and submit with your bid for bid to be valid. If any of the required information is incomplete, the bid shall be rejected.

Verification of Subcontractor Responsibility Criteria

Per RCW 39.04.350, the Prime Contractor must verify responsibility criteria for each first tier subcontractor. A subcontractor that hires other subcontractors must also verify responsibility criteria. Criteria to verify for a bidder's responsibility includes all of the items listed above in the Mandatory Bidder's Criteria.

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 taxes, fees and permits, except sales tax which is a separate item.
- (2) Bid amounts shall be shown as figures.
- (3) For detailed description and/or explanation, see specifications.
- (4) Prevailing wages are applicable: <https://secure.lni.wa.gov/wagelookup/>

Item No.	Estimated Quantity	Units	Description	Unit Cost	Total Cost
1	1	LS	Mobilization	\$ 6,300.00	\$ 6,300.00
2	1	LS	Roadway Surveying	\$ 4,000.00	\$ 4,000.00
3	1	LS	Erosion Control and Water Pollution Prevention	\$ 1,500.00	\$ 1,500.00
4	1	LS	Project Temporary Traffic Control	\$ 10,000.00	\$ 10,000.00
5	1	LS	Clearing and Grubbing	\$ 5,120.00	\$ 5,120.00
6	1	LS	Removal of Structures and Obstructions	\$ 1,800.00	\$ 1,800.00
7	230	CY	Roadway Excavation Incl.Haul	\$ 66.00	\$ 15,180.00
8	143	TON	Crushed Surfacing Base Course	\$ 102.00	\$ 14,586.00
9	82	TON	HMA Cl. 1/2 In. PG 64-22	\$ 180.00	\$ 14,760.00

10	21	LF	Drain Pipe 10 In. Diam	\$ 220. ⁰⁰	\$ 4,620. ⁰⁰
11	1	EA	Catch Basin Type 1	\$ 2,300. ⁰⁰	\$ 2,300. ⁰⁰
12	1	EA	Combination Inlet	\$ 2,800. ⁰⁰	\$ 2,800. ⁰⁰
13	40	SY	Topsoil Type B	\$ 36. ⁰⁰	\$ 1,440. ⁰⁰
14	40	SY	Bark Mulch	\$ 36. ⁰⁰	\$ 1,440. ⁰⁰
15	1	LS	Remove, Store, and Transplant Plant Material	\$ 500. ⁰⁰	\$ 500. ⁰⁰
16	29	SY	Cement Conc. Driveway Entrance Type 1	\$ 154. ⁰⁰	\$ 4,611. ⁰⁰
17	209	LF	Cement Conc. Traffic Curb and Gutter	\$ 67. ⁰⁰	\$ 14,003. ⁰⁰
18	71	LF	Cement Conc. Barrier Curb	\$ 67. ⁰⁰	\$ 4,757. ⁰⁰
19	100	SY	Cement Conc. Sidewalk	\$ 140. ⁰⁰	\$ 14,000. ⁰⁰
20	1	EA	Cement Conc. Curb Ramp Type Parallel A	\$ 3,050. ⁰⁰	\$ 3,050. ⁰⁰
21	1	EA	Cement Conc. Curb Ramp Type Single Direction A	\$ 3,050. ⁰⁰	\$ 3,050. ⁰⁰
22	1	LS	Permanent Signing	\$ 1,600. ⁰⁰	\$ 1,600. ⁰⁰
23	353	LF	Paint Line	\$ 2. ⁰⁰	\$ 706. ⁰⁰
24	132	SF	Plastic Crosswalk Line	\$ 18. ⁰⁰	\$ 2,376. ⁰⁰
25	26	LF	Plastic Stop Line	\$ 33. ⁰⁰	\$ 858. ⁰⁰
26	2	EA	Plastic Traffic Arrow	\$ 515. ⁰⁰	\$ 1,030. ⁰⁰
27	8	EA	Plastic Traffic Letter	\$ 230. ⁰⁰	\$ 1,840. ⁰⁰
28	2	EA	Mailbox Support Type 1	\$ 450. ⁰⁰	\$ 900. ⁰⁰
29	86	LF	Engineered Rubber Curb	\$ 100. ⁰⁰	\$ 8,600. ⁰⁰

SUBTOTAL SCHEDULE A (Sum of Items 1 through 29) \$ 152,727.⁰⁰

BIDDER acknowledges receipt of the following ADDENDUM:

<u>Addendum No.</u>	<u>Addendum Receipt Date</u>	<u>Signed Acknowledgement</u>
1		
2		
3		
4		

QUALIFICATION OF BIDDER

Project: 39th Street and Evergreen Way Intersection Improvements

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)

Doug Ziegler, Project Manager
Travis Mansur, president

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

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

1. Project Name: Skamania fire dist. 4 paving
Dollar amount of Contract: \$ 60K
Owner: Skamania County fire dist. 4
Owner's Representative: Will Turner
Phone: 503-332-6458
Email Address: will@cnc.com
Contractor's Superintendent on this Project: Doug Ziegler
Brief Description of Project Scope: paving, grading, land clearing
curb and prep
2. Project Name: Franklin st improvements
Dollar amount of Contract: \$ 221K
Owner: City of Camas
Owner's Representative: Steve Durspek
Phone: 360-921-7462
Email Address: _____
Contractor's Superintendent on this Project: Travis Mansur
Brief Description of Project Scope: sidewalk, curb, gutter, base Rock,
paving

39th Street and Evergreen Way Intersection Improvements

Qualification of Bidder

3. Project Name: _____
Dollar amount of Contract: \$ _____
Owner: _____
Owner's Representative: _____
Phone: _____
Email Address: _____
Contractor's Superintendent on this Project: _____
Brief Description of Project Scope: _____

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: President

Signature  Date 3/18/22
Phone No 360-834-2514

Title of person completing this form: _____

Signature _____ Date _____
Phone No _____



City of Washougal E-Verify Declaration

1701 C Street
Washougal, WA 98671
(360) 835-8501 • Fax (360) 835-8808
www.cityofwashougal.us

For City Use Only:

DECLARATION OF PARTICIPATION IN E-VERIFY PROGRAM

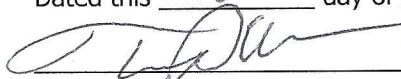
Effective April 16, 2012 in accordance with Resolution No. 1051, the Contractor listed below declares that they are registered with and have entered into a Memorandum of Understanding with the Department of Homeland Security E-Verify Program.

Furthermore, Contractor shall ensure that all Contractor employees and any sub-contractor(s) assigned to perform work under Agreement with the City of Washougal are eligible to work in the United States.

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: Haag & Shaw, Inc.
ADDRESS: 636 SE 3rd AVE, Camas, WA 98607
PHONE: 360-834-2514 **EMAIL:** Mansurt@frontier.com

Dated this 18th day of March, 2022.



Approved Agent of the Contractor

Title: president

FOR CITY USE ONLY:

DATE RECEIVED:	NOTES: _____ _____ _____ _____ _____ _____
-----------------------	--

NON-COLLUSION AFFIDAVIT

STATE OF Washington)

) SS. NON-COLLUSION AFFIDAVIT

COUNTY OF Clark)

Travis Marsur, being first duly sworn, on his/her oath says that he/she is president of Haagishaw, Inc. 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.

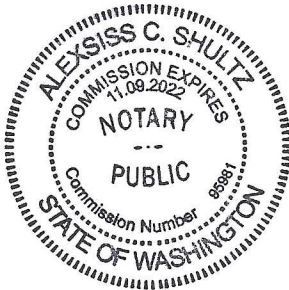
SIGN HERE [Signature] (Contractor)

Subscribed and sworn to before me this 18 day of March, 2022.

[Signature]

Notary Public in and for the State of WA

Commission Expires: 11.09.2022



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
Haag & Shaw, Inc as Principal,
and The Ohio Casualty Insurance Company as Surety, are hereby
held and firmly bound unto City of Washougal as Owner, in the
penal sum of (no less than 5% of the total amount of the proposal) : Five Percent
of Total Amount Bid for the payment of which, well and truly to be made,
we hereby jointly and severally bind ourselves, successors and assigns.

SIGNED, this 18th day of March, 2022.

The condition of the above obligation is such that whereas the Principal has submitted
to: City of Washougal a certain Bid, attached hereto and hereby
made a part hereof to enter into a contract in writing, for the 39th Street and Evergreen
Way Intersection Improvements.

NOW, THEREFORE,

- a) If said Bid shall be rejected, or
- b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid: and said Surety does hereby waive notice of any such extension.

39th Street and Evergreen Way Intersection Improvements

Bid Bond

Page 1

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Haag & Shaw, Inc.  President (L.S.)
Principal Title

The Ohio Casualty Insurance Company
Surety

By:  _____
Leticia Romano, Attorney-In-Fact

IMPORTANT: Surety Companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the state where the project is located.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8206780-905001**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda J. Lee; Andrew Choruby; Brent Olson; Casey J. Geske; Christopher A. Reburn; Gail A. Price; Gloria Bruning; J. Patrick Dooney; Joel Dietzman; Justin Cumnock; Leticia Romano; Philip O. Forker; Richard W. Kowalski; Sterling Drew Roddan; Vicki Mather

all of the city of Lake Oswego state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of November, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of November, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of March, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

FOR AGENDA OF:

5/9/2022

SUBJECT:

Professional Services Agreement with FCS Group for Utility Rate Study

DEPT. OF ORIGIN:

Public Works

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

▢ **Washougal 2022 Rate Study Proposed Scope Council worksession May 9 2022.pdf**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

CITY OF WASHOUGAL

UTILITY RATE STUDY

The following work task plan has been developed to complete a comprehensive Utility Rate Study for the City of Washougal's (City) Water, Wastewater and Stormwater utilities. The City's needs were identified in the Request for Proposal published on February 4, 2022 and further clarified through correspondence with Trevor Evers, Public Works Director. The intent of the study is to independently assess and evaluate the City of Washougal's existing Water, Wastewater, and Stormwater rates and provide recommendations for future rates based on four options that are under consideration identified in the RFP. The updated utility rate analysis will provide at a minimum a five-year utility rate horizon through 2027 for each system. The City wants to raise awareness of the rate study and the services the utilities provide and get input from the public during the study as discussed in *Subtask 6b Rate Study Outreach*. The tasks to be provided as part of this scope are described below.

TASK PLAN

TASK 1: PROJECT KICKOFF

An initial project kickoff meeting will be scheduled at the commencement of the project with the consultant and the City project team. Meeting participants would include a representative from departments that can address issues related to finance, engineering, operations, customer service and administration.

The intent of the meeting is to confirm the goals and objectives of the overall rate study and focus the efforts of the project team. The items covered at the meeting include reviewing the scope of work; identifying project objectives, expectations and deliverables; outlining the project schedule and key milestone review points; and discussing appropriate lines of communication.

Task 1a: Data Collection & Validation

FCS GROUP will provide a data needs list encompassing historical and projected revenue, expenses, fiscal policies, capital plans, fund balances and comprehensive planning documents. The data will be reviewed, analyzed and validated for inclusion in the study process.

TASK 2: REVENUE REQUIREMENT

This task updates and recalibrates the multi-year (e.g., 5-year) financial management plan that meets the projected total financial needs of the water, wastewater and stormwater utilities through the generation of sufficient, sustainable revenue. Annual cash flow needs are developed by identifying expenses incurred to operate and manage the systems including:

- Capital investment funding (improvements, expansion, and replacement)

- Expenses incurred to operate, maintain, and manage the systems
- Debt repayment
- Cash flow needs
- Fiscal policy achievement

The revenue requirement developed for each system includes the following tasks:

- » Update the forecast of operating revenues and expenses to reflect the most recent approved budgets. Adjust for any known future changes in annual non-capital costs associated with the operation, maintenance, and administration of each of the systems. Changes may include additional staffing needs and other operating costs associated with maintaining the systems along with initiating new or enhanced program activities.
- » Incorporate the most recent capital plans identifying the capital projects required to maintain each system in good repair. Develop a capital funding analysis that balances available funding from rate revenue, reserve funds, contributions and additional debt, if needed.
- » Evaluate cash flow needs to meet existing and anticipated new annual debt service requirements and debt coverage requirements.
- » Test the sufficiency of each system's current revenues in meeting all annual system obligations. Identify any projected shortfalls over the forecast period. Rate revenue sufficiency will be tested from two perspectives: the ability to meet all cash obligations, and the attainment of any debt coverage requirements.
- » Design a rate implementation strategy that meets each system's financial obligations over the multi-year planning horizon and provides smooth and moderated impacts to ratepayers.
- » Develop rate scenarios / options to evaluate the impact of changes to key variables such as funding sources, growth rates, capital project need and timing, or others identified by the City. The budget includes four (4) alternative scenarios / options for each utility as specified in the RFP.

Task 2a: Customer Data Validation

A detailed customer billing statistics validation will be completed for the water, wastewater and stormwater utilities. Individual customer data including number of accounts, meter size, equivalents residential units and billing usage patterns (annual use, winter use and summer use) will be evaluated and validated against actual revenues collected. This revenue reconciliation will identify anomalies to be corrected prior to developing future projections for customer counts and use / demand under "normal" conditions. Validation of the customer statistics data set with customer demands and revenue generation is critical to the rate study as it establishes the foundation for all of the major analytical phases (revenue requirement, cost of service and rate design).

Task 2b: Equipment Rental and Revolving Fund (ER&R) Plan Update

This task will develop a financial model and update the City's ER&R plan for the water, wastewater and stormwater utilities' vehicles.

Best practice fleet management programs include a financial mechanism to fund fleet replacement costs on an annual basis. The five fundamentals of an equipment replacement fund are:

- *Equipment Lifecycle*: the frequency that specific classes of vehicles are replaced.

- *Rent*: monthly or annual charge assessed to departments to pre-fund replacement of vehicles.
- *Salvage*: proceeds from resale of retired equipment.
- *Capital Reserve*: financial reserve from rent and salvage revenue to fund vehicle replacement.
- *Replacement Schedule*: forecasted annual cost schedule for replacing equipment.

FCS GROUP will coordinate with staff to review the existing fleet inventory, future replacement costs, and vehicle salvage records to develop an Excel-based financial model to determine annual replacement charges (rent) for each vehicle and department. The annual charges will be projected over the next 5-, 10-, and 15-year planning periods and will be specific to each equipment unit and for each City department. This information can be used during the budgeting process and provides a transparent and effective communication tool to explain changes to the rental rates to City staff and leadership.

Task 2c: Benchmarking Analysis

This analysis surveys data from comparable jurisdictions to develop an appropriate context for evaluating utility costs and service levels. Data will be gathered from up to six (6) jurisdictions, covering up to eight (8) benchmarking metrics that may include:

- Customer base - ERUs, impervious surface per ERU, water accounts & MCEs, sewer accounts and ERUs
- Staffing/FTEs
- Treatment source, supply source
- Program initiatives
- System costs
- Rates, SDCs, credit policies
- Customer bill communication - layout, level of detail, frequency
- Other elements identified by staff

A matrix summary showing comparable data for each jurisdiction will be provided. Items covered in the survey will be finalized during *Task 1 Project Kickoff*.

TASK 3: RATE EQUITY

The cost-of-service analysis (COSA) establishes a defensible basis for assigning “cost shares” and establishing “equity” for system customers based on industry standard methodologies that are tailored to the City’s unique systems and customer characteristics. Due to the nature of the stormwater utility service, a rate credit analysis will be completed instead. The analysis will validate the portion of the utility’s costs that are impacted by on-site mitigation and determine the maximum credit that should be allowed.

The COSA develops a series of functional allocations that distribute cost pools to classes of customers linked to a proportionate share of costs required to serve their demand. Specific consideration will be given to total utility costs in relationship to the functions identified below.

Water	Wastewater	Stormwater
• Customer • Base capacity (avg. demand) • Peak capacity (peak demand) • Meters and Services • Fire	• Customer • Flow • Strength (BOD/TSS)	• Base • Use

This analytical exercise will identify the cost to serve each customer class of the water and wastewater systems and identify the maximum rate credit to be applied for customers with qualifying on-site mitigation for the stormwater system. The results will identify any warranted shifts in cost burden that could improve equity between customers from the existing rate structure. The cost-of-service will identify the required revenue to collect from each customer class to cover their class specific costs. Unit costs by functional component will be calculated to support the rate design process.

TASK 4: RATE STRUCTURE / DESIGN

The rate structure / design task will evaluate existing rate structures for alignment with the City's current and/or recommended fiscal policies, generate sufficient revenue to meet the revenue requirement forecast, and address inequities identified in the COSA findings. Key task outcomes include the following:

- Develop alternative rate structures as warranted to achieve total system cost recovery while promoting the City's pricing goals and objectives.
- Discuss with the City specific rate structure issues to review for each utility. Prepare up to three (3) alternative customer class rate designs for each utility.
 - » The developed structures will take into account potential conservation impacts and the proposed rates' impact on the ability to fund operations and the well-being of the community.
 - » Price elasticity will be evaluated utilizing historical data within the City as well as utilizing regional factors, including but not limited to cooling degree day data, temperature, precipitation and economic trends.
- Bill Comparisons will be generated describing the number of and degree to which different customers are impacted by changes in the current rate structures. We will prepare a comparison of the impact of each rate structure (including the existing rate structure) on typical bills of representative customers from each customer class.

TASK 5: OTHER SERVICE CHARGES

This task includes two subtasks discussed below.

Task 5a: City Service Fee Cost of Service

This subtask will assess existing customer service fees and identify additional areas where a new fee may be appropriate. Service fees will be evaluated based upon their individual cost of service. Individual cost of service typically includes:

- Direct costs of city staff and operations that are tied to the specific delivery of the fee service.
- Departmental and citywide general management and administrative time that can be allocated to an individual service fee.

We will work with the City to define the list of individual customer service fees to be evaluated.

Task 5b: Utility Tax Benchmarking

This subtask will assess the City's current utility tax rates and revenue yield to assure sufficiency in funding support staff. We will work with the City to identify the specific support staff member salary and benefit costs and associated operating costs that are to be recovered from utility tax revenues.

A utility tax rate benchmark analysis will also be prepared against other municipalities in the region. We will work with City staff to identify the appropriate regional jurisdictions to research.

The following table summarizes the City's current utility tax rates, as per WMC 5.08.040. According to the City's 2022 Budget, utility taxes generate approximately \$2.5 million in annual revenues.

Utility Service	Tax Rate
Telephone Services	6.0%
Electric Utility Services	6.0%
Water Utility Services	10.0%
Natural Gas Utility Services	6.0%
Sewer Utility Services	8.93% (2022); 8.81% (2023)
Solid Waste Utility Services	10.0%
Cable Television Utility Services	6.0%
Stormwater Utility Services	6.0%

TASK 6: CUSTOMER ENGAGEMENT AND COMMUNICATION PLAN

The City wants to raise awareness of the rate study and the services the utilities provide and get input from the public during the study. FCS is teaming with Barney & Worth, Inc. – a firm providing strategic planning and communication services for public agencies, businesses, and nonprofit organizations – to develop a customer engagement and communications plan.

Task 6 is separated into the following two subtasks.

Task 6a: Rate Study Customer Engagement

The first subtask, *Task 6a*, includes the standard level of service communication completed as part of the rate study performed by FCS. This subtask includes meetings with City staff to review work products and go over questions as well as presentations to the Council and / or Public on study results.

Review meetings are anticipated to be conducted via remote session. The following meetings are budgeted:

- Five (5) staff project team meetings to review study results at key milestones. The review meetings will be conducted remotely.
 - » One (1) – two (2) hour meeting with City staff to review draft revenue requirement results and alternatives for all utilities.

- » One (1) – two (2) hour meeting with City staff to review draft cost of service analysis for all utilities.
- » One (1) – two (2) hour meeting with City staff to review draft rate design for all utilities.
- » One (1) – two (2) hour meeting with City staff to review ER&R financial model results.
- » One (1) – two (2) hour meeting with City staff to review other services and charges as well as the utility tax analysis.
- Three (3) workshop / presentations with City Council and the Public to present the study results and incorporate feedback. The workshops / presentations are anticipated to be performed on-site.
 - » One (1) workshop with City Council to review preliminary revenue requirement findings for all utilities. Includes presentation development.
 - » One (1) workshop with City Council to review preliminary cost of service, rate design and other services and charges. Includes presentation development.
 - » One (1) workshop / Public Hearing with City Council and / or Public to review final recommendations.
- In support of the Citizen Advisory Committee (CAC) task identified in *Appendix A*, FCS will attend the five (5) meetings with the CAC.

The meetings above are budgeted to be performed on-site. If desired, the City may choose to perform the meetings remotely.

We are happy to provide additional meetings as requested. The additional meetings will be billed on a time and materials basis.

Task 6b: Rate Study Outreach

The second subtask, *Task 6b*, will be performed by B&W and include tasks designed to share and receive information with key stakeholders and the public using engaging and accessible methods.

The summarized tasks included in the proposal are as follows:

- *Task 1 Stakeholder Interviews*
- *Task 2 Citizens Advisory Committee*
- *Task 3 Public Meetings*
- *Task 4 Fact Sheet*
- *Task 5 Special Events*
- *Task 6 Website and Social Media Support*
- *Task 7 Animoto Video*

The detailed description of each task included in this subtask can be found in *Appendix A*.

TASK 7: DOCUMENTATION

An executive level report documenting the rate study methodology, key assumptions, results and recommendations will be provided. The technical information referenced in the report will be available in the provided Excel based models. Included will be one (1) electronic copy of each of the utility's rate models with the associated formulas, and final report.

BUDGET

The total proposed level of effort to complete the Utility Rate Study is summarized below. We would be more than happy to negotiate the appropriate level of effort for this project if we have scaled our approach out of line with the City's needs and/or expectations. Our normal billing practice is to bill based on time and materials actually expended, not to exceed the total budget.

Tasks	Rate Study				Total Budget	Communication Plan		Total Budget	Total Project Budget
	Water	Wastewater	Stormwater	Combined		B&W	FCS Support		
Task 1 Project kickoff	\$ -	\$ -	\$ -	\$ 1,050	\$ 1,050			\$ -	\$ 1,050
-1a Data collection & validation	1,080	1,080	895		3,055			-	3,055
Task 2 Revenue requirement (4 scenarios)	9,400	9,400	7,480		26,280			-	26,280
-2a Customer data validation	3,160	3,160	2,540		8,860			-	8,860
-2b ER&R Plan Update				13,065	13,065			-	13,065
-2c Benchmarking analysis				6,100	6,100			-	6,100
Task 3 Rate equity	7,480	7,480	3,650		18,610			-	18,610
Task 4 Rate structure / design (up to 3 scenarios per class)	6,990	4,580	2,320		13,890			-	13,890
Task 5 Other service charges					-			-	-
-5a City service fee cost of service				10,090	10,090			-	10,090
-5b Utility tax benchmarking				7,630	7,630			-	7,630
Task 6 Customer engagement					-			-	-
Subtask 6a					-			-	-
- 5 Review meetings (remote; 5x2 hours)				5,550	5,550			-	5,550
- Council / Public workshops (3 on-site)					-			-	-
- Development				6,480	6,480			-	6,480
- Presentation to Council (on-site)				3,440	3,440			-	3,440
- Committee attendance (5 on-site)					-		14,200	14,200	14,200
Subtask 6b*					-	48,994		48,994	48,994
Task 7 Documentation				9,420	9,420			-	9,420
TOTAL TASKS	\$ 28,110	\$ 25,700	\$ 16,885	\$ 62,825	\$ 133,520	\$ 48,994	\$ 14,200	\$ 63,194	\$ 196,714
Direct expenses					1,900	4,428		4,428	
TOTAL BUDGET	\$ 28,110	\$ 25,700	\$ 16,885	\$ 62,825	\$ 135,420	\$ 53,422	\$ 14,200	\$ 67,622	\$ 196,714

* Note: This not-to-exceed budget includes professional services and direct expenses. Assumes City Washougal will be responsible for mass printing and distribution/mailling of any materials developed as part of this scope and event location rental/costs. Meeting expenses include refreshments for public meetings.

APPENDIX A: SUBTASK 6B

RATE STUDY OUTREACH

The following tasks are designed to share and receive information with key stakeholders and the public using engaging and accessible methods.

Task 1. Stakeholder Interviews

B&W will interview key stakeholders who represent a cross section of customers (single and multi-family, small business, commercial, and industrial, etc.) to gain insights on potential issues, community awareness and advice on ways to share information with customers. The results of the interviews will be summarized in a memo and be used to inform messaging and outreach activities. Interviewees will be asked about their willingness to participate on the Citizens Advisory Committee.

Deliverables:

- Develop list of 10-15 interested stakeholders with City
- Develop discussion guide for one-on-one interviews (conducted by phone/virtual)
- Prepare Stakeholder Interview Summary memo

Task 2. Citizens Advisory Committee

B&W will create and facilitate a Citizen Advisory Committee (CAC) to support the study. The CAC will represent a cross section of utility customers, including, single and multi-family residential, business, commercial, and agricultural. Candidates for the CAC will be identified through existing city relationships and an application process that will be advertised on the city website and through social media. Candidates will be screened to ensure they understand the role they will be playing and the required commitment. The CAC will act as a sounding board throughout the study and will be involved with the review and analysis of the four options. B&W will help the City identify, screen and select CAC candidates, prepare a work plan for the CAC, plan and facilitate meetings, and prepare meeting summaries and a final report. The CAC will consist of 8-12 people and will meet up to five times during the study.

Deliverables:

- CAC scope of work and schedule
- CAC meeting agendas
- CAC meeting summaries and final report

Task 3. Public Meetings

B&W will plan and conduct two public meetings. The public meetings will be conducted in a hybrid format, with an in-person and virtual option. To the greatest extent possible, we will coordinate with the city's strategic planning process and plan to hold combined public meetings. The first public meetings will be used to inform the public about the study and the services the City provides. It will also introduce the 4 options under consideration and provide opportunities for the public to provide input on what should be considered during the study. The second public meetings will be used to provide an update on the study, review the analysis done on the 4 options, and present and get feedback on the preferred option. B&W will prepare all content (agenda, presentation, discussion topics, etc.) for the public meetings. The City will reserve public meeting space and advertise the event through city channels.

Deliverables:

- Presentations (2)
- Draft and final open house summaries (2)

Task 4. Fact Sheet

B&W will update the City’s utility rate fact sheet with information about the study and the options being considered. The fact sheet will be posted on the website and will be provided at the public meetings. The fact sheet will be translated into Russian and Spanish. The fact sheet will be updated three times during the study. In addition to providing information about the study, the fact sheet and will also serve as a mechanism to improve awareness about the utilities and what it takes to run and maintain them. This will be part of a “Utility 101” awareness campaign.

Deliverables:

- Utility fact sheet (updated 3 times)

Task 5. Special Events

B&W will develop materials for a variety of special events, including Movie Nights, National Night Out, and the Pumpkin Harvest Festival. Materials will include display boards about the study and flyers with information about how to stay informed and get involved in the study process. Special event materials will include a “Utility 101” education and awareness element.

Deliverables:

- Three display boards
- One flyer

Task 6. Website and Social Media Support

B&W will prepare three website updates. The first website update will provide basic information about the study and the schedule in order to raise general awareness. The second update will provide additional information and will promote the first public meeting. The third update will identify the direction the City is going with the study and promote the second public meeting. Website content will include a “Utility 101” education and awareness element.

B&W will develop a social media strategy that will include a content plan and schedule for posts. The Facebook and Twitter posts will include information about how to get involved, and will provide specific references to the website (to learn more about the study) and the public meetings (to learn about the study and provide input. However, the main focus of the social media strategy will be to increase awareness about what the utilities and what it takes to operate and maintain them. This will be part of the “Utility 101” education and awareness campaign.

Deliverables:

- Three website updates
- Social media strategy
- Fifteen Facebook and Twitter posts

Task 7. Animoto Video

B&W will produce a short and informative video that will communicate the study, provide context about the utilities and encourage people to participate. As part of the “Utility 101” education and awareness campaign, the video will include basic information about what it takes to operate and maintain the utilities. The video will be posted to the City’s YouTube channel and will be promoted on social media. Animoto videos are low cost but effective ways to convey key messages about a variety of projects. Examples of videos we have produced include videos for the [City of Monmouth](#) and the [City of Gladstone](#).

Deliverables:

- One Animoto video