

**CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP AGENDA
MONDAY, JULY 11, 2016
5:00 P.M.**

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. NEW BUSINESS

- A. Community Development: Joint City Council and Planning Commission Workshop - UGA Land Use Study Preferred Alternative and NW UGA Moratorium Extension
- B. Public Works
 - 1. Pavement Management Report – Joel Conder
 - 2. Emergency Repair/Campen Creek Culvert

V. PUBLIC COMMENTS

VI. MAYOR’S REPORT

VII. COUNCIL COMMENTS

VIII. ADJOURNMENT

Upcoming Meetings – Please check the city website at http://www.cityofwashougal.us for up to date meeting information, agendas & full packets.		
Monday, July 25, 2016 – Workshop @ 5:00 pm	Monday, August 8, 2016 – Workshop @ 5:00 pm	Monday, August 22, 2016 – Workshop @ 5:00 pm
Monday, July 25, 2016 – Council @ 7:00 pm	Monday, August 8, 2016 – Council @ 7:00 pm	Monday, August 22, 2016 – Council @ 7:00 pm



Memorandum

Date: 6 July 2016

Subject: Washougal Urban Growth Area (UGA) Preferred Alternatives

From: Scott Keillor and Nicole McDermott, BergerABAM
Eric Eisemann, E2 Planning

To: Mitch Kneipp, Project Manager, City of Washougal

Route to: Washougal Planning Commission, Washougal City Council

This memorandum and attachments provide an overview of the Northwest and Northeast UGA preferred alternatives development process, and defines next steps required to implement the plans. The preferred alternatives, in combination with the policy framework, represent an interim step in implementing the vision for these UGAs. Next steps will include a traffic analysis and preparation of required comprehensive plan and code amendments consistent with this framework to be adopted by the end of 2016.

Preparation of the Northwest and Northeast UGA preferred alternative plans over the past six months included a site analysis and visioning, under the direction of a Technical Advisory Committee with public input, stakeholder input, and a City Center Focus Group (CCFG) session. At the outset of the project, the City sought to define the existing Employment Center zoning for the UGAs. However, an Employment Land Needs Analysis showed adequate employment lands and a need for more housing to meet Washougal's future land needs. Also, steep roadways and city-edge locations required a fresh look at the appropriate land uses in the UGAs. Based on the employment land analysis and stakeholder input, the UGA preferred alternative plans show single-family housing development, with parks, trails, and open spaces, as well as smaller neighborhood-serving commercial and community facility uses. Because the plans will reduce employment land in the UGAs, a set of city center strategies to enhance downtown development were drafted with CCFG input (Attachment A).

The attached Northwest and Northeast UGA preferred alternative plans have been refined and are recommended for adoption by the Technical Advisory Committee (Attachment B). The attached policy framework provides direction for implementing comprehensive plan and zoning code updates as a next step in implementing the preferred UGA plans (Attachment C). In order to preserve the intent of these new UGA plans, an extended moratorium is

Mr. Mitch Kneipp
6 July 2016
Page 2

recommended through the end of 2016 to allow time for plan and code revisions, refinement, and adoption.

We look forward to Planning Commission and City Council input on the UGA plans.

Attachments

Attachment A: Downtown Development Strategies

Attachment B: Northwest and Northeast UGA Preferred Alternative Plans

Attachment C: UGA Policy Framework

SK:NM:llt

Memorandum
Washougal Urban Growth Area (UGA) Preferred Alternatives
City of Washougal, Washington

Attachment A
Downtown Development Strategies

**ATTACHMENT A
DOWNTOWN DEVELOPMENT STRATEGIES**

STRATEGIES TO INCREASE EMPLOYMENT CAPACITY

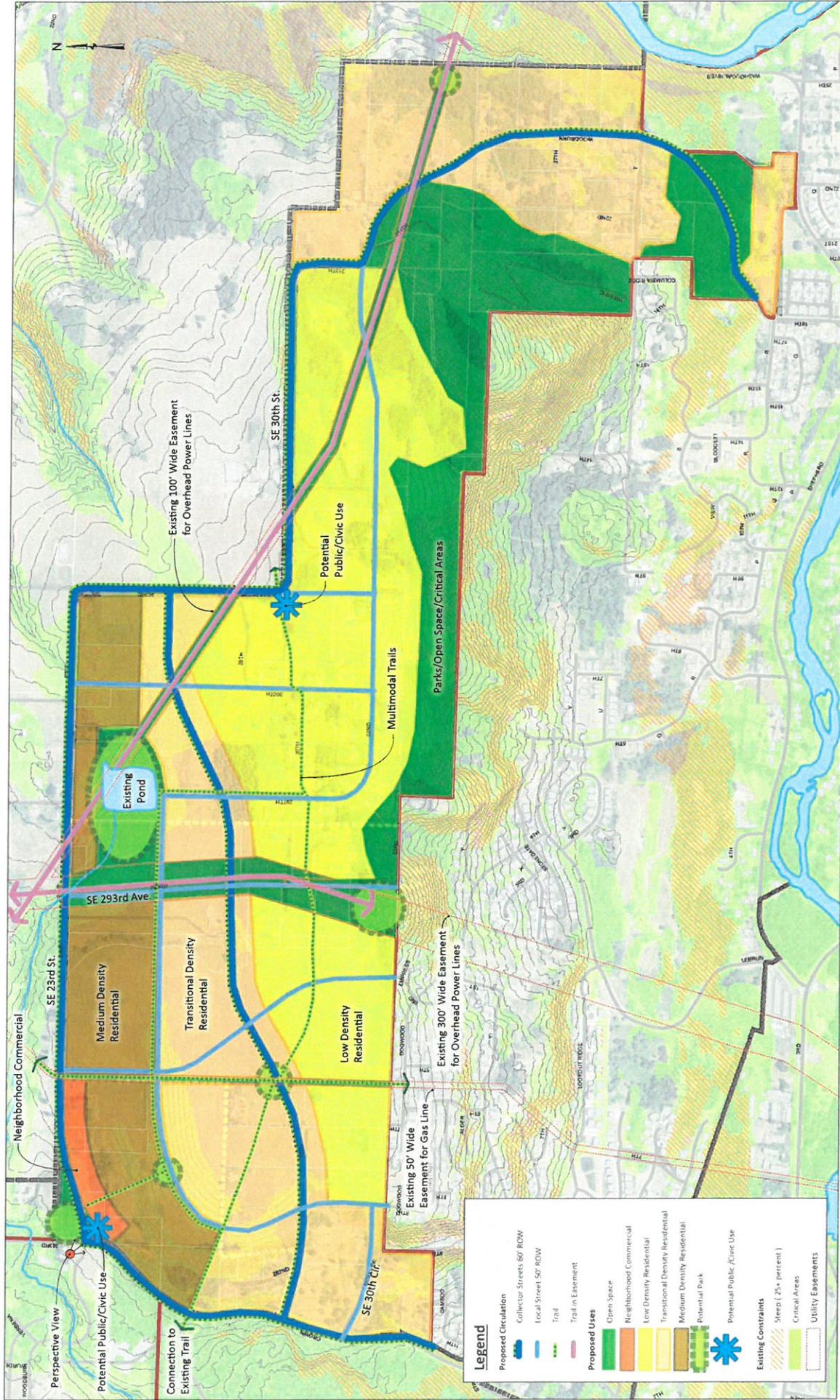
The preferred alternatives for the Northeast and Northwest Urban Growth Areas (UGAs) significantly reduce the total amount of vacant and buildable employment land within the Washougal UGA. The updated employment capacity estimates show that, even with the proposed reduction in employment land in the UGA, there will be sufficient employment capacity to accommodate the anticipated growth in employment through 2035. However, the amount of excess employment capacity is reduced and, at 7 percent, is below a targeted capacity market buffer of 15 percent. The following strategies are recommended to increase the capacity of employment land in Washougal.

- Assist the Port of Washougal and others with investments to mitigate wetlands on employment land.
- Establish minimum floor area ratios for certain areas/zones or through development agreements.
- Invest in infrastructure to support higher density development in urban areas (ex: structured parking garages).
- Invest in urban amenities and develop a strategy to support small businesses that bring new ideas and investments to the City of Washougal.
- Selectively use development incentives, such as the multifamily property tax exemption, to encourage mixed-use development or a minimum density of multifamily development.
- Apply mixed-use zoning to multifamily-zoned property in the City.
- Use transitional zoning to allow commercial uses in residential areas adjacent to commercial zones – allow some business development in Town Center-West.
- Develop a master plan for Town Center-East.
- Create a “maker overlay” in the Town Center-Core or Town Center-East that supports the manufacture and sale of specialty goods in the same location, which could facilitate the blossoming of new industries, such as a local food and spirits industry or locally made recreational products.
- Evaluate whether cottage-style housing is appropriate in the Town Center-West Village area as a way to increase the population around the downtown core. Cottage-style housing is attractive to an aging population and to the creative class.
- Evaluate whether it is in the community’s long-term interest to encourage sustainable building practices or adaptive reuse strategies and whether expanding the range of uses or density allowed would incentivize sustainable building practices.
- Require ground-floor commercial in the core.

- Develop streetscape design at intersections leading into the Town Center districts, which could focus attention on the different character of each district and could better direct attention toward downtown.
- Consider a pattern book of architectural styles based on Washougal's historic architecture, which could help strengthen the historic sense of place in downtown.
- Revise the current code to include "shall" instead of "should" and identify the types of businesses Washougal is trying to attract clearly.

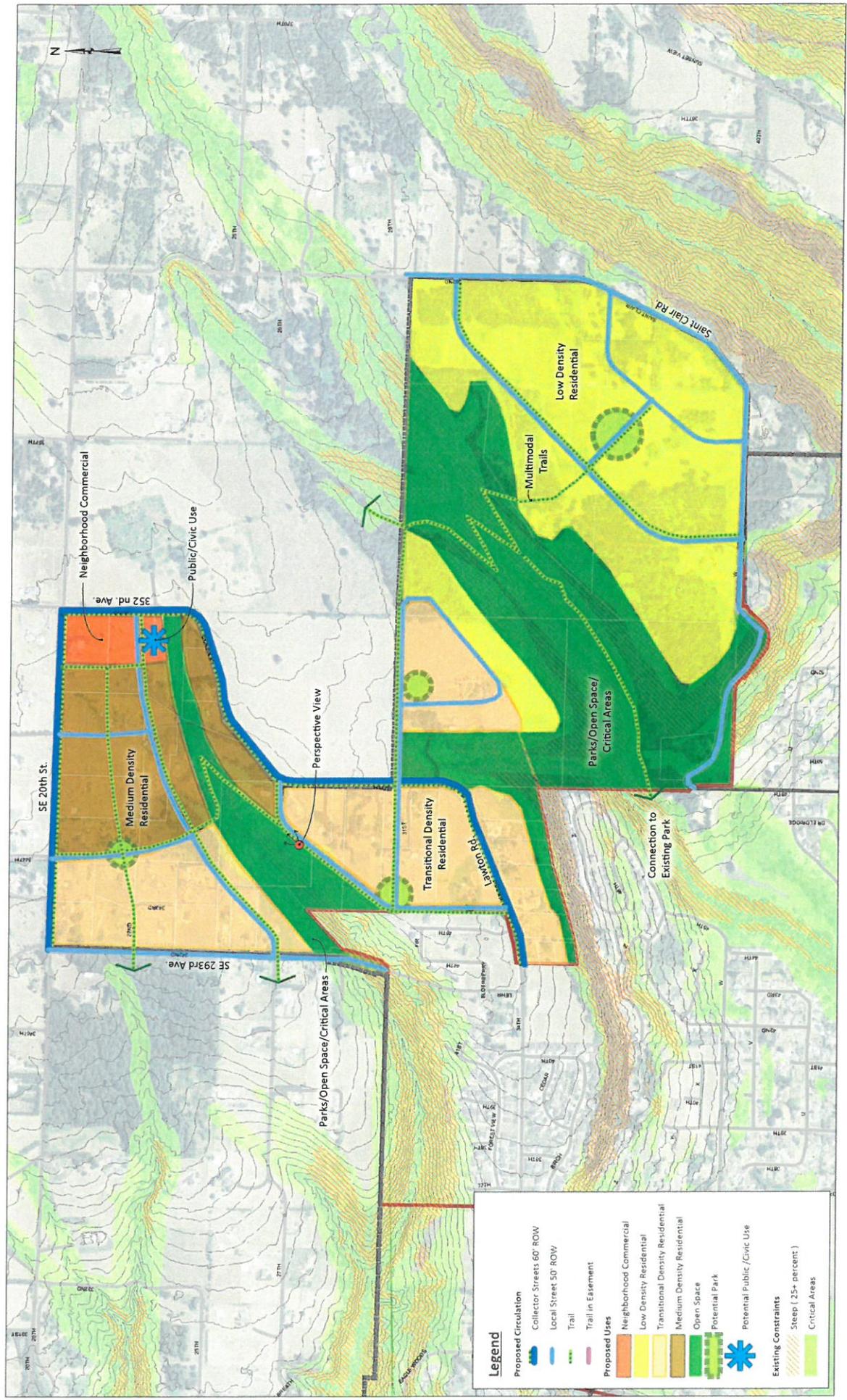
Memorandum
Washougal Urban Growth Area (UGA) Preferred Alternatives
City of Washougal, Washington

Attachment B
Northwest and Northeast UGA Preferred Alternative Plans



Northwest Urban Growth Area Preferred Alternative
City of Washougal





Northeast Urban Growth Area Preferred Alternative
City of Washougal



Legend	
Proposed Circulation	
	Collector Streets 60' ROW
	Local Street 50' ROW
	Trail
	Trail in Easement
Proposed Uses	
	Neighborhood Commercial
	Low Density Residential
	Transitional Density Residential
	Medium Density Residential
	Open Space
	Potential Park
	Potential Public / Civic Use
Existing Constraints	
	Steep (25+ percent)
	Critical Areas

Memorandum
Washougal Urban Growth Area (UGA) Preferred Alternatives
City of Washougal, Washington

Attachment C
UGA Policy Framework

**ATTACHMENT C
URBAN GROWTH AREA POLICY FRAMEWORK**

1.0 WASHOUGAL URBAN GROWTH AREA GUIDING PRINCIPLES

The policy framework includes provisions for connectivity (pedestrian, bike, and vehicular), parks, trails, architectural standards, landscaping, view preservation, and compatibility between neighborhood commercial and residential areas, such as landscaping, screening and buffers. The policy framework is applicable to development of both the Northwest and Northeast UGAs. However, where appropriate, distinctions are identified and expanded upon. Where possible, the policy framework relies on and identifies adopted or proposed Washougal Comprehensive Plan goals and policies.

1.1 Growth Management

- Consistent with the 2016 Draft Washougal Comprehensive Plan (Comprehensive Plan), the City will encourage citizen participation throughout the land use planning and administration process. (Land Use Policy 1-B)
- Consistent with the Comprehensive Plan, the City will channel all new development into the Washougal UGA. (Land Use Policy 1-D)
- The City will apply Washougal Comprehensive Plan policies to all land within the Washougal UGA.
- The City shall apply Washougal zoning districts and land division and development regulations only to land annexed into the City; provided that, the City may enter into a memorandum of agreement whereby Clark County may administer City zoning and development regulations to areas within the Washougal UGA prior to annexation.
- The City shall apply new development regulations at the time an owner elects to pursue new development on the land.
- Consistent with the Comprehensive Plan, the City will respect current uses of land in the Washougal UGA and will permit expansion of legal nonconforming uses, subject to compliance with current development standards. (Land Use Policy 2-F)

1.2 Land Use Alternatives

1.2.1 Residential Development

- Consistent with the Comprehensive Plan, the City will zone a sufficient supply of land for residential use that is supported by public services to facilitate phased development over the 20-year plan timeframe. (Housing Policy 1-A)
- The Northwest and Northeast UGA Preferred Alternative maps identify low, transitional, and medium residential densities, as well as neighborhood commercial, which shall correspond to the following Comprehensive Plan and zoning designations:

- Low – Urban Low Density Residential (R1-15)
- Transitional – Urban Low Density Residential (R1-10 and R1-7.5)
- Medium – Urban Medium Density Residential (R1-5)
- Neighborhood Commercial – Commercial (Convenience Commercial)
- Consistent with the Northwest UGA Preferred Alternative Map, the City shall:
 - achieve an average density of 4.8 dwelling units per acre (du/acre);
 - focus low-density residential development (2 to 3 du/acre) around existing large-lot residential development in order to minimize impacts to existing homes;
 - concentrate medium density (6 to 9 du/acre) along Crown Road, Southeast 23rd Street, and the proposed east-west roadway; and
 - use transitional density (4 to 6 du/acre) as a buffer between low and medium density zones.
- Consistent with the Northeast UGA Preferred Alternative Map, the City shall:
 - achieve an average density of 4.3 du/acre;
 - focus low-density residential (2 to 3 du/acre) Southeast of Lawton Road and along Saint Clair Road with local street access;
 - concentrate medium density (6 to 9 du/acre) adjacent to the commercial node and along Lawton Road; and
 - use transitional density (4 to 6 du/acre) as a buffer between medium density and existing neighborhoods.
- Allow flexibility to create higher density uses along transportation corridors
- Consistent with the Comprehensive Plan, target 75 percent of all housing units within the Northwest and Northeast UGAs as single-family detached. (Housing Policy 1-B)
- Consistent with the Draft Comprehensive Plan, Housing Goal 4, the City will encourage housing that takes advantage of the natural features of the landscape in order to encourage views and promote energy efficiency
- To protect territorial views from the Northwest and Northeast UGAs to the north and to protect views from the Northwest UGA to the south and east of the Columbia River and Columbia Gorge National Scenic Area River Gorge, the City will encourage the development of new public parks, trails, and open space to protect view corridors. The primary goal is to protect view corridors from public vantage points. The City may evaluate the feasibility of view corridor protection along public rights-of-way through regulatory techniques, such as stairstepping building height along transportation corridors or transferring development rights in exchange for conservation easements. (Housing Policy 4-A)
- Consistent with Goal 5 of the Comprehensive Plan, the City will encourage innovative new development within both UGAs and will provide for Planned Unit Developments (PUD) (Housing Policy 5A). A PUD must not only set aside public and private open space but each PUD must also provide up to 15 percent of the net

developable area of a PUD for recreational areas, such as trails and active-use parkland.

- Housing development that is adjacent to the commercial nodes shall provide yard setbacks, landscaping, buffering and screening consistent with the B3-High Screen Buffer standards in Chapter 18.48 of the Washougal Municipal Code (WMC).
- Where residential districts are adjacent to each other and not separated by a developed public right-of-way, public parks, or public trails, lot sizes in lower-density districts adjacent to the perimeter of a higher-density district shall increase incrementally. For example:
 - Where a low density zone with a 15,000-square-foot minimum lot area is adjacent to a transitional density zone with a 10,000-square-foot minimum lot area, the minimum lot area of the transitional-density lots adjacent to the low-density zone shall be 12,500 square feet.
 - Where a transitional-density zone with a 10,000-square-foot minimum lot area is adjacent to a medium-density zone where the minimum lot area is 5,000 square feet, the minimum lot area of the medium-density lots adjacent to the transitional-density zone shall be 7,500 square feet.

1.2.2 Commercial Development

- The City will shift commercial and industrial zoning away from the Northeast and Northwest UGAs, except for smaller neighborhood commercial areas. Consistent with Goal 3 of the Economic Development Chapter of the Comprehensive Plan, the City shall adopt a program of interrelated strategies, policies, and regulations for the purpose of enhancing a mix of commercial and residential uses in downtown Washougal.
- In the Northwest UGA the City will focus neighborhood commercial development (approximately 6 acres) at the intersection of Southeast 23rd Street and Crown Road. The Northwest commercial area will:
 - draw from existing residential development in Camas, and
 - include locations for public/civic uses, such as, a fire house, police station, public plaza, community building, and similar uses.
- In the Northeast UGA the City will focus a neighborhood commercial node (approximately 6 acres) with potential public/civic uses at the intersection of 352nd Street and SE 20th Street to take advantage of proximity to the existing fire station to the north and to serve local residents.
- The public/civic uses shall not represent less than 7.5 percent of the gross area of the commercial nodes.
- Because the commercial nodes will abut rural lands outside of the Washougal UGA and nearby public uses and because of the lower density envisioned for both UGAs, the City will adopt regulations promoting a quiet zone which limits hours of operation of all businesses in the Northwest and Northeast UGAs.

- The City shall apply the Convenience Commercial (CV) standards in WMC Chapter 18.32 until such time as the City adopts new UGA neighborhood-specific commercial lot area, setback, height, use, and design standards. Essential principles include:
 - The maximum height allowed in the commercial node shall not exceed 35 feet from average grade.
 - Ground floor residential uses are prohibited in the commercial nodes. Density may not exceed 16 units per acre.
 - Drive-through restaurants, excluding coffee stands or banking facilities, are prohibited.
 - Twenty-four-hour convenience stores and similar all-night uses are not allowed.
- Consistent with WMC Chapter 18.48, commercial nodes shall provide landscaping, screening, and buffering between the commercial and residential zones and existing uses. Landscape buffers shall not be less than the B3 – High Screen Buffer.

1.2.3 Parks, Trails, and Open Space

- The City adopted an updated Comprehensive Park, Recreation, & Trails Plan in March of 2016. The Draft Comprehensive Plan anticipates that Washougal will need a minimum of 19 acres of park and recreation land within the next 20 years. (Parks and Open Space Section 5.4) based on a level-of-service standard of 5 acres of parks per 1,000 people.
- Consistent with the Draft Comprehensive Plan, the City will identify open space corridors within urban growth areas, including lands useful for recreation, wildlife, trails, and connection of critical areas. (Parks and Open Space Goal 11)
- Parks and trails are an integral part of the overall design and development of the Northwest and Northeast UGAs. Consistent with the Draft Comprehensive Plan, the City “shall take an active role in promoting new recreation opportunities in specific areas” identified in the UGA Preferred Alternative maps. (See Parks and Open Space Policy 1-B)
- Every residential, commercial, and public development within the UGAs shall either provide park or trail facilities within the development or shall provide meaningful connectivity and opportunities to access planned parks and trails.
- Trails should be multimodal providing both recreational and transportation functions, including bicycle access. (Parks and Open Space Policy 2-D)
- Trails shall be designed and constructed consistent with the City’s Engineering Standards for Public Works, Section 3.18.
- The Northwest UGA preferred alternative plan will support a population of approximately 3,811 people, which would require approximately 19 acres of parkland based on the current level-of-service standard. The preferred alternative

identifies approximately 19 acres of parks, as well as 19 acres of open space and trail corridors within existing powerline easements.

- Consistent with the Northwest UGA Preferred Alternative Map, future development shall:
 - identify parks of varying sizes, though not less than one-half acre to serve neighborhoods, and larger community parks;
 - provide greenways to ensure connectivity to existing trails as well as through neighborhoods and to proposed parks and public spaces;
 - use existing power and gas easements for open space and trail connections; and
 - retain steep slopes and critical areas as open space and provide trail connectivity where topography makes roadway connections impractical.
- The Northeast UGA preferred alternative plan will support approximately 2,149 people, which would require approximately 10.75 acres of parkland based on the current level-of-service standard. The preferred alternative identifies approximately 6 acres of parks, as well as a significant amount of open space within existing critical areas.
- Consistent with the Northeast UGA Preferred Alternative Map, future development shall retain steep slopes and critical areas as open space and provide trail connectivity where topography makes roadway connections impractical.

1.2.4 Utilities

- Consistent with the Comprehensive Plan, future public and private utilities shall minimize impacts on adjacent properties and the natural environment. (Utilities – Goal 2)
- All utility lines shall be placed underground.
- Where feasible, trails shall be located within existing and future utility corridors.
- The City should encourage low-impact stormwater management strategies in future development.

1.2.5 Transportation

- The City shall update the City of Washougal Transportation Capital Facilities Plan, dated March 2016, to reflect changes to the future transportation system resulting from adoption of the Washougal UGA Preferred Alternative maps.
- All streets shall be designed and constructed consistent with “Chapter 3 Streets City of Washougal Engineering Standards for Public Works Construction,” dated August 2005, or as amended.
- Bicycle lanes or trails are an integral component of the City’s transportation system and shall connect developments within the UGA, and shall connect the UGA to existing and future City transportation links, where feasible.

- The City shall modify the “Bicycle and Pedestrian Circulation Plan” to reflect adoption of the UGA Preferred Alternative Maps.
- The City is encouraged to consider integrating “smart autonomous transportation” concepts into collector and arterial streets within the UGA and elsewhere.
- Streets lights shall be dark sky compatible and use LED lamps.

1.3 Design Principles

1.3.1 Residential Development

- The City shall identify and adopt a “palette” of architectural and landscape design performance standards for new residential development within each UGA to assure quality design. Until such UGA-specific standards are adopted, residential neighborhood design standards should consider the following:
 - No dwelling may have the same front facade as any other dwelling within 200 linear feet on either side of the street, as measured from the nearest point of the subject property lines.
 - Facades must be substantially different beyond simple mirrored plans or shifting garage or window locations.
 - Street-facing front facades shall include combinations of architectural variety, such as front porches, dormers, gables, bay windows, hipped or pitched roofs, orientation of the primary roofline, or other such architectural features that substantially differentiate house facades.
 - If a rear facade is visible from a public right-of-way and no buildable lot is fully between the nearest point of the rear property line of the subject property and the nearest point of a public right-of-way or a private street, the rear facade shall also comply with the residential neighborhood design standards.
 - Where houses are served by alleys, all garages and on-site parking shall be accessible from the alley, and the facade of the house facing the public street shall be designed as the front of the house, including, but not limited to, a primary building entrance consisting of inward swinging door(s), porch(es), window(s), and pathway(s) to the public sidewalks.
 - Each single-family residence shall contain a porch or covered entry area for the primary entrance facing or accessible from the public or private street serving the residence.
 - Garages may not project beyond the front plane of a dwelling.

1.3.2 Commercial Development

- The City shall identify and adopt a palette of architectural and landscape design performance standards for new commercial development within the Northwest and Northeast UGAs to assure quality development. Until such UGA-specific standards are adopted, non-residential development standards should consider the following:

- Using the Town Center design standards and guidelines in WMC 18.35.070 relating to sites, buildings, and signs, as a starting point for developing a design palette.
- The scale, bulk, and appearance of a nonresidential building facade shall be designed to minimize monolithic or monotonous walls facing residential uses.
- The ground floor of building facades facing streets shall have at least 50 percent of the total wall area in permeable surfaces (windows, pedestrian entrances, open shops).
- Buildings with frontages greater than 50 linear feet shall vary the building line and create offsetting walls, awnings, arcades, modulated wall textures, climbing landscaping materials, and other features that break down the scale of the wall.
- Buildings shall integrate awnings, overhangs, or other rain protection features when abutting pedestrian amenities.
- The exterior finish of buildings shall not be corrugated metal or vertical jointed wood siding (TI-11).
- Sign lighting shall be indirect, that is, no backlit, flashing or neon illumination.
- Primary building entrances shall be oriented toward a public street and pedestrian facilities.
- Buildings on corner lots shall be located on the street corner with building frontages on both streets and primary entrances oriented toward the intersection. If no buildings are located at street corners, pedestrian plazas and amenities shall provide a focus for the area.
- Parking, driveways, or auto maneuvering areas shall not separate the primary face of the building (front entry face) from the abutting street.
- Provide accessible spaces for public civic interaction using pedestrian plazas, street furniture and public open spaces.

PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into this ___ day of **JULY 2016**, by and between the City of Washougal, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City," and **OTAK INC.**, hereinafter referred to as "Contractor," whose address is: **700 Washington Street, Suite 401, Vancouver, WA 98660.**

WHEREAS, the City desires to engage the Contractor to provide **CONSULTING** Services and other related professional services for **CAMPEN CREEK EMERGENCY CULVERT REPAIR PROJECT**, and Contractor has agreed to offer its professional services to perform said work, and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement.

1. **Scope of Services:**

Contractor agrees to:

- a. See attached Scope and Rates in Exhibit A
- b. Notwithstanding the provisions of section 13, "Amendments," the City may add other related professional services at its discretion.

This Agreement is a purchase of professional services at the hourly rates set forth in

Exhibit A. Payment for these services are for time and materials not to exceed **\$23,216.00** unless authorized in writing by the City. If additional time is needed, please refer to Section 4 of this agreement. A written amendment must be attached.

1. **Relation of Parties:**

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

2. **Time of Performance:**

The service of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed, services hereunder shall begin as of: Begin date of **JULY 11, 2016**, and be completed as of: End Date **SEPTEMBER 30, 2016**.

3. **Delays and Extensions of Time:**

If the Contractor is delayed at any time in the progress of providing service covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

4. **Compensation and Schedule of Payments:**

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed supplemental agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials,

supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any. Payments will be submitted by mail or courier to City Hall located at 1701 C Street, Washougal, WA 98671. No faxed copies or electronic requests for payment will be accepted. Payments to Contractor shall be made within thirty (30) days from submission of each invoice.

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

5. **Ownership of Records and Documents:**

All materials, writings and products produced by Contractor in the course of performing this Contract shall immediately become the joint property of the City and Contractor. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Contractor.

6. **Termination:**

This Agreement may be terminated by either party upon not less than fifteen (15) days written notice. Additionally, this Agreement may be suspended in accordance with Section I of City of Washougal Resolution 1051.

7. **Evaluation and Compliance with the Law:**

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

8. **City Business and Occupation License & E-Verify Program:**

Prior to performing work under this Agreement, Contractor shall secure a City

of Washougal Business and Occupation License under W.M.C. 5.04.020.

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

9. **Liability and Hold Harmless:**

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

The Contractor shall defend, indemnify and hold harmless the City of Washougal, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits, including attorney fees arising out of or resulting from the act, error or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

10. **Debarment, Suspension Or Ineligibility**

The Contractor, defined as the primary participant and its principals, certifies that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions with the City;
2. Have not within a three (3) year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above;
4. Have not, within a three (3) year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause of default;
5. Where the Contractor is unable to certify to any of the statements in this document, Contractor shall attach an explanation.

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

12. **Insurance:**

The Contractor shall obtain and keep in force during the entire term of this Agreement, liability insurance policies against any and all claims for damages to persons or property which may arise out of the performance of this Contract, whether such work shall be by the Contractor or its subcontractors, or by any employee, agent, or representative of the Contractor or its subcontractors. Such policies of insurance shall cover liabilities arising

from premises, operations, automobiles, independent contractors, personal injury, advertising injury, and professional liability. Such policies of insurance shall also be primary insurance with respect to the City. Any separate insurance maintained by the City shall be in excess of the Contractor's insurance herein.

The Contractor agrees to the following requirements relating to insurance coverage, which combination of policies shall cover all of the liabilities identified in the preceding paragraph:

- 1. Liability Insurance:** The liability insurance required herein shall, at a minimum, be in the form of: (a) commercial general liability insurance with a One Million Dollar (\$1,000,000) or greater combined single policy limit for bodily injury and property damage for each occurrence; (b) automobile liability insurance with a One Million Dollar (\$1,000,000) or greater combined single policy limit for bodily injury and property damage for each occurrence; and (c) professional liability insurance to include coverage for professional errors and/or omissions with a One Million Dollar (\$1,000,000) or greater policy limit for each occurrence. The City shall be named as an additional insured with respect to all such policies and copies of all such policies shall be furnished to the City upon request.
- 2. Worker's Compensation:** The Contractor shall take out and maintain during the life of the Agreement, Worker's Compensation insurance for all its employees engaged in work under or pursuant to this Agreement who are required to be so covered by the laws of the State of Washington and in any case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees, unless or to the extent that such employees are covered by the protection provided by the Contractor.
- 3. Employment Security:** The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith. Contractor shall provide evidence of all insurance required, at the City's request, by submitting an

insurance certificate to the City on a standard "Accord" or comparable form with all applicable endorsements attached thereto.

13. **Notices:**

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

City:

City of Washougal

1701 "C" Street

Washougal, WA 98671

Contractor:

OTAK INC.

700 WASHINGTON ST. STE 400

VANCOUVER, WA. 98660

14. **Amendments:**

This Agreement shall not be altered, changed, or amended, except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement.

15. **Scope of Agreement:**

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless set forth in this Agreement.

16. **Ratification:**

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

17. **Governing Law/Venue:**

This Agreement shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be

construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The Contractor shall have

legal authority to enter into this Agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

DATED this _____ day of JULY, 2016.

CITY OF WASHOUGAL, a Municipal Corporation

BY: _____
Mayor

ATTEST:

Approved as to Form:

Finance Director

City Attorney

CONTRACTOR,

BY: _____

Title: _____

Exhibit A
39th and M Street Streambank Repair

Scope of Work between City of Washougal and Otak, Inc.

Project 18046
June 29, 2016

Scope of Work

The following tasks specifically describe Otak's proposed scope of work.

Task 1 – Project Management

This task includes:

- Manage the quality control review of all work activities and project deliverables.
- Prepare and submit invoices and progress reports

Assumptions:

- Project will last no more than 3 months

Deliverables:

- Invoices and progress reports.

Task 2 Survey

This task will include topographic survey of Campen Creek from 10 feet downstream of M Street to 50 feet north of M Street, approximately 50 feet in width. It will include half of 39th Street, including utilities.

Assumptions:

- Construction staking is not included in this scope.

Deliverables:

- Electronic topographic base map with updated DTM, control, datum information.

Task 3 Environmental Services

Task 3.1 WDFW/ACOE Permits

This task includes the submittal of an application and obtaining an HPA from the Washington Department of Fish and Wildlife (WDFW) and approval from the Army Corps of Engineers (ACOE). The engineering design and conservation measures will be described to meet the criteria for in-water work, construction activities, and erosion control measures.

Assumptions:

- The project will not require culvert repairs or replacements.
- Less than 50 cubic yards of excavation will occur and a SEPA will not be required
- The JARPA will require one round of Client review and one round of revision.
- The City will pay the required permit fees.
- Project is outside a defined floodplain.
- Project is outside of shoreline and will not require a shoreline permit.

Deliverables:

- Completion of draft JARPA for Client review (1 electronic copy)
- Completion of final JARPA based on Client comments and submittal to the WDFW and ACOE.

Task 3.2 City of Washougal Critical Area Permit

As this project is located in a riparian priority habitat area, a critical areas permit from the City will be required.

This task includes the preparation of a critical areas permit application in accordance with the Washougal Development Code (RDC 18.280). The application will include the necessary forms and a critical areas memorandum that summarizes how impacts will be avoided, minimized, and/or mitigated for the riparian priority habitat area.

The draft staff report will be reviewed and the proposed coordination of approval will be reviewed with the Client. Based on Client input, conditions of approval will be negotiated with City staff.

Assumptions:

- The City will agree that temporary project impacts are adequately mitigated by construction methods and restoring impacted areas to their existing condition.
- The critical areas application will require one round of Client review and one round of revision.
- The Client will pay the required permit fees.

Deliverables:

- Preparation of a draft critical areas application consisting of a narrative and summary of impacts/mitigation of critical areas for Client review (1 electronic copy each)
- Preparation of a final critical areas report based on Client comments

Task 4 Streambank Design

This task will be performed by Otak, and for scoping purposes it is assumed that this package consists of the following:

Task 4.1 Preliminary Plans

The Preliminary Plans will be developed to approximately a 60 percent level and will show information related to bioengineered and/or engineered bank solutions. These plans will provide enough information to allow submittal of environmental permit applications. The scope of work for this task includes:

- Develop preliminary plans for bank stabilization.
- Develop preliminary temporary water management and erosion control plan.
- Develop preliminary cost estimate for improvements.
- Provide data, graphics, and information required for state and federal permit applications.
- Meet with City Staff to review proposed bank stabilization plan.
- Submit Preliminary Plans to City for review.

Plan Sheets will include:

Sheet Name	No. of Sheets
Cover Sheet	1
Legend / Notes	1
Temporary Water Management and Erosion Control Plans / Details	2
Bank Stabilization Plan	1
Bank Stabilization Sections and Details	1
Planting Plan	1
Total Sheets	7

Deliverables:

- Preliminary Plans on 11"x17" paper (paper copy and PDF)
- Figures, narrative and data required for permitting effort. (B&W, 8.5x11 PDF)

Task 4.2 90% Plans

- Refine design based on review comments from City
- Add details and construction notes to plan sheets
- Refine and add detail to the bank stabilization plan and details
- Refine and add detail to the temporary water management and erosion control plans and details
- Develop project special provisions for construction
- Develop construction cost estimate for repair work
- Submit 90% Plans, special provisions, and cost estimate to City for review
- Attend 90% PS&E review meeting

Deliverables:

- 90% Plans on 11"x17" paper (paper copy and PDF)
- 90% Project Special Provisions (Word document and paper copy)
- 90% Construction Cost Estimate (Excel file and paper copy)

Task 4.3 Final Bid PS&E

- Revise Plans to reflect City review comments
- Update specifications and cost estimate to reflect plan revisions
- Submit Final Bid Plans, Specifications and Estimate for bidding
- Bid process to be managed by City

Deliverables:

- Final Plans on 11"x17" paper, stamped and signed (original on paper)
- Final Project Special Provisions (Word document and paper copy)
- Final Construction Cost Estimate (Excel file and paper copy)

Draft

39th and M Streambank Repair

Fee Estimate

Summary of Otak, Inc. and all subconsultants

Otak Project # 18046

Task	Description	Otak	ES&A	Total Hours	Total Budget by Task
1.0	Project Management and Coordination	8		8	\$1,008
2.0	Survey	24		24	\$1,872
3.0	Environmental Services				
3.1	HPA		68	68	\$7,920
3.2	Critical Area Permit		20	20	\$7,584
4.0	Streambank Design				
4.1	Preliminary Plans	30		30	\$1,440
4.2	90 Percent Plans	58		58	
4.3	Final P.S&E	14		14	
	Total Hours	134	88	222	
	Total Labor Cost	\$12,448	\$10,208		\$22,656
	Direct Expenses	\$50			\$50
	Subconsultant Administration	\$510			\$510
	Project Total	\$13,008	\$10,208		\$23,216





