CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, JUNE 9, 2025

1. **REGULAR MEETING CALL TO ORDER: 5:30 P.M.**
2. **PLEDGE OF ALLEGIANCE:**
3. **AGENDA CHANGES:**
4. **APPROVAL OF MINUTES: May 27, 2025 Regular Meeting**

5. **COMMUNICATIONS:**
   - A. **From the Public:**
   - B. **From the Mayor:**
   - C. **From Staff or Employees:**

6. **COMMITTEE REPORTS:**
   - A. **Finance/Admin – Audit Report on Current Bills**
   - B. **Public Safety – 6/4/2025**
   - C. **Public Works – 6/3/2025**
   - D. **Outside Organizations – Visit LC Valley, Health District, EMS Council, Valley Vision, PTBA, SEWEDA, MPO, Regional Stormwater, Lodging Tax Advisory**

7. **UNFINISHED BUSINESS: None**

8. **CONSENT AGENDA:**
   - A. **Special Event Permit, Introduction to Rugby – Asotin Co. Library (Public Works)**
   - B. **Special Event Permit, Weird Paint – Asotin Co. Library (Public Works)**
   - C. **Letter of Support – Asotin Co Alliance for the Unhoused (Public Works)**
   - D. **WSDOT Change Order 008 – Bridge St./Diagonal St./2nd St Intersection (Public Works)**
   - E. **Administrative Offer Summary – 13th St & Highland Roundabout (Finance/Admin)**
   - F. **Temporary Easement, 13th St & Highland Roundabout – Bhardwaj, LLC (Finance/Admin)**
   - G. **Real Property Voucher, 13th St & Highland Roundabout – Bhardwaj, LLC (Finance/Admin)**
   - H. **WSP Service Agreement (Finance/Admin)**
   - I. **Resolution 2025-10, Procurement and Purchasing Policy (Finance/Admin)**
   - J. **Narcotic Detection Dog Proposal – Pacific Coast K9 (Public Safety)**

9. **NEW BUSINESS: None**

10. **COUNCIL COMMENTS:**
11. **QUESTIONS FROM THE PRESS:**
12. **EXECUTIVE SESSION: None**
13. **ADJOURN:**

Time limits for addressing the council have been established by council direction. Presentations are limited to 15 minutes and public comments are limited to 3 minutes per person, per topic.

Individuals with disabilities may request reasonable accommodations by calling (509) 758-5541 at least three days prior to meeting.

CLARKSTON CITY COUNCIL MINUTES
May 27, 2025

ROLL CALL: Skate Pierce, Pat Holman, Russ Evans, Robin Albers, David Vinton, Sheila McDougall and Sarah Reaves.

STAFF: Clerk Frost, Interim Chief Daniel, Chief White, PWD Dimmick and Attorney Hanson

AGENDA CHANGES: Mayor Lawrence advised the addition of a Request for Amendment to the CDBG with the Department of Commerce to Item G under the Consent Agenda.

APPROVAL OF MINUTES: Minutes of the May 12, 2025 Regular Meeting were approved as distributed.

COMMUNICATIONS:

A. From the Public: None.

B. From the Mayor: Mayor Lawrence reminded council this is Attorney Hanson's last council meeting and Friday, May 30th is her last day in the office.

C. From Staff or Employees: None.

COMMITTEE REPORTS:

Finance/Admin: Total expenditures for the May 27, 2025 period of $362,218.31 and the April end of month of $413.50. MOTION BY EVANS/HOLMAN to approve the paying of the bills. Motion Carried.
Public Safety: Mayor Lawrence advised that the minutes were included in the packet.
Public Works: Mayor Lawrence advised that the minutes were included in the packet.
Outside Organizations: Mayor Lawrence advised that any minutes were included in the packet.

UNFINISHED BUSINESS:

A. Ordinance 1731, Eminent Domain – 1st Reading (Finance/Admin) Clerk Frost read the Ordinance by title. MOTION BY MCDOUGALL/VINTON to adopt the Ordinance. Motion carried.

CONSENT AGENDA: MOTION BY PIERCE/ALBERS to approve the Consent Agenda. Motion Carried.

A. **Special Event Permit, Cruzin' to Clarkston Car Show (Public Works)**
B. **Special Event Permit, Community Spirit – Pyro Spectaculars North, Inc. (Public Works)**
C. **Bid Award, 2025 Street Maintenance – POE Asphalt (Public Works)**
D. **Bid Award, 2021 Stormwater Improvements – Liberty Northwest Construction (Public Works)**
E. **Letter of Support of Railroads – GoRail (Finance/Admin)**
F. **City Attorney Retainer Agreement – Todd Richardson (Finance/Admin)**
G. **CDBG Request for Amendment – Department of Commerce (Finance/Admin)**

NEW BUSINESS: None.

COUNCIL COMMENTS: Councilmember McDougall thanked Attorney Hanson for everything she has done for the city. Councilmember Pierce shared research he had done in regard to the limits of dogs and cats in American cities with about 12,000 cities having a 3-4 dog limit. He spoke to the small lot sizes within city limits and the need to keep a limit on the number of dogs/cats per residence. Councilmember McDougall said she would like to see 3 dogs and 3 cats, instead of 3 all together. Councilmember Pierce reiterated he believed we need to have a limit otherwise there is always someone willing to take advantage of it. Councilmember Evans asked if the county had a different limit. Pierce responded he believed they have a 5 dog limit but they have more land available and bigger lot sizes. Albers noted about 50% of our residents are renters. Councilmember Pierce stated he isn't opposed to separating the limit of cats and dogs. Councilmember Evans commented that you can't change something because of one person and there is the opportunity to move to the county. Attorney Hanson spoke from the prosecutor side of it and stated the situations mainly arise when people have too many animals and they are not being well kept. Councilmember Holman reiterated the point on the city's small lot sizes. Councilmember Albers commented not all properties have fences either. Lastly, Councilmember Albers thanked Attorney Hanson and stated it has been a pleasure working with her.

PRESS QUESTIONS: None.

EXECUTIVE SESSION: None.

ADJOURNMENT:
Meeting adjourned at 5:41 pm.

Rachel Frost, City Clerk

Monika Lawrence, Mayor

Total Fund Expenditures 5/27/25	Ck #80451-80494	$143,012.63
Payroll 5/20/25	Ck #80434-80445	$219,205.68
Total Fund Expenditures April 2025 EOM		$413.50

Public Safety
June 4, 2025

Attendance: Mayor Monika Lawrence, Interim Police Chief Josh Daniel, Sheila McDougall and Pat Holman

Police:

- Chief gave us an update on the work being done to secure a K-9 officer. He said things are going well.
- Chief gave an update on the Asotin County Alliance for the Unhoused and their continued work on securing a piece of property.

Mayor:

- The Mayor shared the interest in starting a community service workers program for the City. This is for individuals needing to complete court mandated community service hours. More information to follow.

Fire:

- Chief Darren White was out of town and not able to attend our meeting.

Next Public Safety Meeting will be held June 18, 2025 at 4:00 p.m.

PWC 6/3/25 Meeting

Attending: Tom Ledgerwood, Don McQuary, Russ Evans, David Vinton, Mike Dimmick, Skate Pierce

1- Met with ACAU, discussed placement of homeless shelter in the city. And property identified by the county for the site. Need a letter of support from the city.
2- 2 special event applications by the Asotin County Library.
3- Change Order for Roundabout, enough money was saved during the project the change order has no additional cost.
4- Reviewed a proposal from Safe Built to do the review and supervision of large building projects.

CITY OF CLARKSTON SPECIAL EVENTS PERMIT APPLICATION	City of Clarkston

829 Fifth Street, Clarkston, WA 99403

RECEIVED 5/21/25 @12:16PM VIA EMAIL

	The purpose of this form is for events within the City of Clarkston that meet the special events/special use definitions, or as determined by the Clarkston Municipal Code.	Date: May 16, 2025
1	Applicant: Nicole Hahn	Phone: (509) 431-1339
	Address: 417 Sycamore St	City: Clarkston
	e-mail: youthservices@aclib.org	State, Zip: WA, 99403
	Contact Person: Nicole Hahn	Phone: (509) 431-1339
	Address: 417 Sycamore St	City: Clarkston
	e-mail: youthservices@aclib.org	State, Zip: WA, 99403
	Sponsoring Organization: Asotin County Library	Phone: (509) 758-5454
	Address: 417 Sycamore St	City: Clarkston
	Website: www.asotincountylibrary.org	State, Zip: WA, 99403
2	Event Title: Introduction to Rugby	
	Description: As part of our Summer Reading program we will provide opportunity to learn a no-contact version of Rugby.	
	Will City Services be requested for street closure: ☐ YES ☒ NO	
	Date(s) of Event: June 27, 2025 From: 10:00 AM/PM TO: 12:00 AM/PM	
	Event Location: Arnold Park Ages of Attendees: 10+ Total Attendance: 10+	
	Is this an Annual Event? No How many years have you held this event?	

3	**Site Plan/Route Map**
	Provide a plan or map of the entire event venue with the items listed below including streets. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures. • The location of fencing, barriers, and barricades. Indicate any removable fencing for emergency access. • The location of first aid facilities and ambulances. • The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, cooking areas, trash containers and dumpsters, and temporary structures. • A detailed plan of food booths and cooking area configurations; including booth identification of all vendors cooking with flammable gases or barbeque. • Generator locations or source of electricity. • Placement of vehicles and/or trailers. • Exit locations for outdoor events that are fenced and/or locations within tent structures. • Locations of fire extinguishers. • Identification of all event components that meet accessibility standards. • Other related event components not listed above.
4	**Entertainment and Related Activities**
	YES ☐ NO ☒ Are there any musical entertainment features related to your event? If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedules. ☐ ☒ Number of Stages ______ Number of Performers/Bands ______ Will Sound amplification be used? If yes, Start /time______ Finish/Time ______
	☐ ☒ Other related entertainment and related activities not listed above? If yes, describe:
	☐ ☒ Will items such as inflatables, lasers, banners, or decorations, present unique liability issues?
5	YES ☐ NO ☒ Is this an event involving political or religious activity intended primarily for the Communication or expression of ideas?

6	**Food Concessions or Preparation**

A business license is required for the sale of goods or services in the City of Clarkston.

YES NO

☐ ☒ Does your event include food concessions or preparation?
If yes, describe how food will be served and/or prepared:

YES NO

☐ ☒ Will food be cooked in the event area?
If yes, specify method:

☐ Gas ☐ Electric ☐ Charcoal ☐ Other ______

Concessionaires

YES NO

☐ ☒ Will items or services be sold at your event?
If yes, describe and attach a complete list of Vendors:

YES NO

☐ ☒ Will items or services sold at your event present unique liability issues (e,g, massage, body piercing, animal rides, etc.)
If yes, describe and attach a complete list of vendors.

7

Portable Toilets

YES NO

☐ ☒ Do you plan to provide portable toilet facilities at your event?

If yes: Total number of portable toilets ______
Number of ADA accessible portable toilets ______
If no, explain: ______

Portable Toilet Co. ______

Equipment Setup: Date: ______ Time: ______

Equipment Pickup: Date: ______ Time: ______

8	**Additional charges for dumpster rental and disposal fees may apply.** Number of Dumpsters ________
9	**Mitigation of Impact** **YES NO** ☐ ☒ Have you met with residents, businesses, places of worship, schools, and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities. If no, please explain: We don't foresee that this event will directly or indirectly impact any relevant entities ☐ ☐ Do you have a sample of the notice that you will distribute prior to your event? If yes, please attach.
10	**Business or Resident Petition** **YES NO** ☐ ☒ Do you intend to close off any road or access to a business or Residence? If yes, all businesses or residential property owners or lessees within the road Closure shall give their acknowledgement in writing to the person or organization seeking the permit. The name, address, phone number, signature and approval or disapproval of each person shall be on the petition. Please attach a complete petition of all businesses or residences with the closure area. **Important: A separate right-of-way permit is required for road closures.**

11	**Insurance Requirements** Liability insurance naming the City of Clarkston as an additional insured may be required for events as deemed necessary by the Clerk Treasurer or designee. Applicants required to obtain insurance shall provide proof of commercial general liability insurance in the amount of $1,000,000 combined single limit per occurrence. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured. Two weeks prior to the event date, the applicant shall submit a copy of the insurance policy declaration page to the City as evidence of acceptable insurance coverage. **The certificate of insurance shall include the following items:** location of event; type of event; separate endorsement sheet; date(s) of coverage.

Affidavit of Application

12 *I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief, that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the City of Clarkston Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council, Clerk/Treasurer, or the Clerk/Treasurer's designee.*

Applicant agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorney's fees in connection with or occasioned, in or whole or in part by any act or omission of Applicant, its officers, agents, employees, customers, or licenses, or arising from or out of Applicant's failure to comply with any provisions of this permit, regardless whether it is alleged or proven that the acts or omissions of the City, its officers, agents or employees caused or contributed thereto.

With respect to the performance of this Permit, and as to claims against the City, its officers, agents and employees, the Applicant expressly waives its immunity under Title 51 of the Revised Code of Washington for injuries to its employees and agrees the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Applicant.

I agree to abide by these rules and further certify that I, on behalf of any employee of the Applicant.

I agree to abide by these rules and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Clarkston.

Print Name of Responsible Person: Nicole Hahn

Signature: Nicole Hahn **Date:** 5/16/25

FOR OFFICIAL USE ONLY

Approved by: Police______ **Fire**______ **Public Works**______

Clerk Treasurer______ **Council**______

Permit Detained /Denied for the following reasons:______

Approval with the following Conditions: ______

CITY OF CLARKSTON
SPECIAL EVENTS PERMIT APPLICATION

City of Clarkston

829 Fifth Street, Clarkston, WA 99403

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	Address: 417 Sycamore St	**City:** Clarkston
	e-mail: youthservices@aclib.org	**State, Zip:** WA, 99403
	Contact Person: Nicole Hahn	**Phone:** (509) 431-1339
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	Sponsoring Organization: Asotin County Library	**Phone:** (509) 758-5454
	Address: 417 Sycamore St	**City:** Clarkston
	Website: www.asotincountylibrary.org	**State, Zip:** WA, 99403
2	**Event Title:** Weird Paint	
	Description: As part of our Summer Reading program, kids will make art pieces by painting with unconventional methods and tools.	
	Will City Services be requested for street closure: ☐ YES ☒ NO	
	Date(s) of Event: July 10, 2025 **From:** 10:00 AM/PM **TO:** 11:00 AM/PM	
	Event Location: Arnold Park **Ages of Attendees:** 0-11 **Total Attendance:** 20+	
	Is this an Annual Event? No **How many years have you held this event?**	

3	**Site Plan/Route Map** Provide a plan or map of the entire event venue with the items listed below including streets. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures. • The location of fencing, barriers, and barricades. Indicate any removable fencing for emergency access. • The location of first aid facilities and ambulances. • The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, cooking areas, trash containers and dumpsters, and temporary structures. • A detailed plan of food booths and cooking area configurations; including booth identification of all vendors cooking with flammable gases or barbeque. • Generator locations or source of electricity. • Placement of vehicles and/or trailers. • Exit locations for outdoor events that are fenced and/or locations within tent structures. • Locations of fire extinguishers. • Identification of all event components that meet accessibility standards. • Other related event components not listed above.
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YES NO

☐ ☒ Does your event include food concessions or preparation?
If yes, describe how food will be served and/or prepared:

____

____

____

YES NO

☐ ☒ Will food be cooked in the event area?
If yes, specify method:

☐ Gas ☐ Electric ☐ Charcoal ☐ Other ______________

Concessionaires

YES NO

☐ ☒ Will items or services be sold at your event?
If yes, describe and attach a complete list of Vendors:

____

____

____

____

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☐ ☒ Will items or services sold at your event present unique liability issues
(e,g, massage, body piercing, animal rides, etc.)
If yes, describe and attach a complete list of vendors.

____

____

____

7	**Portable Toilets**

YES NO

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Number of ADA accessible portable toilets __________
If no, explain: ______________________________

Portable Toilet Co. ______________________________

Equipment Setup: Date: ______________ Time: ______________

Equipment Pickup: Date: ______________ Time: ______________

8	**Additional charges for dumpster rental and disposal fees may apply.** Number of Dumpsters ______________
9	**Mitigation of Impact** YES NO ☐ ☒ Have you met with residents, businesses, places of worship, schools, and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities. If no, please explain: We don't foresee that this event will directly or indirectly impact any relevant entities. ☐ ☐ Do you have a sample of the notice that you will distribute prior to your event? If yes, please attach.
10	**Business or Resident Petition** YES NO ☐ ☒ Do you intend to close off any road or access to a business or Residence? If yes, all businesses or residential property owners or lessees within the road Closure shall give their acknowledgement in writing to the person or organization seeking the permit. The name, address, phone number, signature and approval or disapproval of each person shall be on the petition. Please attach a complete petition of all businesses or residences with the closure area. **Important: A separate right-of-way permit is required for road closures.**

11	**Insurance Requirements** Liability insurance naming the City of Clarkston as an additional insured may be required for events as deemed necessary by the Clerk Treasurer or designee. Applicants required to obtain insurance shall provide proof of commercial general liability insurance in the amount of $1,000,000 combined single limit per occurrence. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured. Two weeks prior to the event date, the applicant shall submit a copy of the insurance policy declaration page to the City as evidence of acceptable insurance coverage. **The certificate of insurance shall include the following items:** location of event; type of event; separate endorsement sheet; date(s) of coverage.

12

Affidavit of Application

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief, that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the City of Clarkston Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council, Clerk/Treasurer, or the Clerk/Treasurer's designee.

Applicant agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorney's fees in connection with or occasioned, in or whole or in part by any act or omission of Applicant, its officers, agents, employees, customers, or licenses, or arising from or out of Applicant's failure to comply with any provisions of this permit, regardless whether it is alleged or proven that the acts or omissions of the City, its officers, agents or employees caused or contributed thereto.

With respect to the performance of this Permit, and as to claims against the City, its officers, agents and employees, the Applicant expressly waives its immunity under Title 51 of the Revised Code of Washington for injuries to its employees and agrees the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Applicant.

I agree to abide by these rules and further certify that I, on behalf of any employee of the Applicant.

I agree to abide by these rules and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Clarkston.

Print Name of Responsible Person: Nicole Hahn

Signature: Nicole Hahn **Date:** 5/16/25

FOR OFFICIAL USE ONLY

Approved by: Police________ **Fire**________ **Public Works**________

Clerk Treasurer________ **Council**________

Permit Detained /Denied for the following reasons:________

Approval with the following Conditions: ________

City of Clarkston

City Hall: (509) 758-5541 • Police: (509) 758-1680 • Fire: (509) 758-8681 • Fax: (509) 769-6018

829 5th Street • Clarkston, WA 99403 • www.clarkston-wa.com

June 9, 2025

Tom Ledgerwood, President
Asotin County Alliance for the Unhoused
PO Box 323
Clarkston, WA 99403
acauboard@gmail.com

Dear Mr. Ledgerwood,

On behalf of the City of Clarkston, I am writing to express support for the Asotin County Alliance for the Unhoused (ACAU) intent to purchase land within city limits for the purpose of building and operating a temporary low-barrier shelter for unhoused adults. It is understood that no city funds will be used toward the purchase of land nor for shelter operations. The identified site for this shelter falls within the Service Commercial (SC) zone, which allows for this type of activity.

I'd like to thank you for coming to meet with the Public Works Director and Committee on June 3, 2025, where you presented and discussed your organization's project. As you are well aware, the City has expended many resources in response to calls regarding the homelessness crisis within city limits, and appreciates productive and meaningful work that can help mitigate and reduce its severity.

I wish you success in this endeavor, and hope the ACAU keeps us abreast of your organization's work and success in the future.

Sincerely,

Monika Lawrence, Mayor

TREE CITY USA.

Washington State Department of Transportation

Change Order

Contract Number	Contract Title	Federal Aid Number
STPUS-9902(036)	Bridge St./Diagonal St./2nd St. Intersection	HIPUS HSIP
Change Order Number	**Change Description**	**Date**
008	Soft Spot Repair, Slab Removal, and Bid Item Adjustments	05/07/2025

Prime Contractor / Design-Builder
Knife River Corporation

✓ Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

☐ Change proposed by Contractor / Design-Builder

Change Description

Throughout construction, there have been multiple items or additions to the original contract that are being addressed in the field. The items and cost breakdown of each are as follows:

As part of this project, it was known that there was a concrete slab present underneath the asphalt throughout areas of the intersection. The depth and extent was unknown and too costly to investigate during the design, but the specifications identified that costs for removal would be negotiated with the contractor. A previous change order (CO-007) covered the partial completion of the removal of the slab. This change order addresses the quantity that encompasses the rest of the concrete slab removal from the project area. The total measured quantity of the slab is 4,400 square yards (SY) and 2,050 square yards (SY) was included in the previous change order (CO-007).

CONCRETE SLAB REMOVAL: 2,350 SY (removed to date; measured on site) @ $21.00/SY = $49,350.00

Verbal Approval Given By	Verbal Approval Date	Working Days +/-
N/A	N/A	N/A

Original Contract Amount	Current Contract Amount	Est. Net Change This C.O.	Est. Contract Amount
$2,316,183.00	$2,650,200.66	$50,956.44	$2,701,157.10

✓ Approval Recommended Approved

Scott Spriggs

Project Engineer

5/28/2025

Date

Approved

Approving Authority per C.A. Agreement

Date

✓ Approval Recommended

By Prime Contractor

5/27/2025

Date

Other Approval As Required

Signature Date

Representing

Contract Number	Contract Title	Change Order Number
STPUS-9902(036)	Bridge St./Diagonal St./2nd St. Intersection	008

Change Description Cont.

Soft Spot Repair: During construction, roadway excavation activities uncovered soft spots below the asphalt that existed below of the bounds of the roadway prism. These spots could not be constructed upon and were excavated and filled in with 1-1/4" Base Rock and compacted according to project manual specifications. This change order addresses the material, labor, and equipment costs to complete this work.

SOFT SPOT REPAIR: $7,500.00

Bid Item Increases: Additionally, this change order serves to update the final quantities of bid items that differed from the original contract price for final adjustment. The following bid items were increased as follows per actual final quantities:

3091 - CATCH BASIN TY 1: Orig. Quant.: 3 EA; Final: 4 EA = $3,000.00 increase
3541 - SCHEDULE A STORM...: Orig. Quant.: 320 LF, Final: 376 LF = $10,080.00 increase
5115 - CRUSHED SURFACING...: Orig. Quant.: 1,600 CY, Final: 1,772 CY = $19,584.00 increase
5767- HMA CL 1/2 IN....: Orig. Quant.: 2,780 TN, Final: 2,788 TN = $1,160.00 increase
6243 - VALVE BOX ADJUST...: Orig. Quant.: 3 EA, Final: 4 EA = $1,080.00 increase
6699 - ROUNDABOUT CEME...: Orig. Quant.: 1,870 LF, Final: 1,895 LF = $1,350.00 increase
6702 - MOUNTABLE CEME...: Orig. Quant.: 1,010 LF, Final: 1,082 LF = $4,680.00 increase
6859 - PLASTIC STOP LINE: Orig. Quant.: 22 LF, Final: 44 LF = $616.00 increase
6980 - FLAGGERS & SPOT...: Orig. Quant.: 130 HR, Final: 150 HR = $1,700.00 increase
6992 - OTHER TRAFFIC...: Orig. Quant.: 520 HR, Final: 550 HR = $2,520.00 increase

Bid Item Credits: During construction, some bid items were not utilized completely. The following items are to be credited back to the project. The manhole credit reflects the net cost for two manholes that were not replaced, instead the existing manholes were tied into and grouted and the labor cost was subtracted from the original replacement cost. The identified line items and quantities in the bid schedule will be credited:

6956 - SEQUENTIAL ARROW...: 10,804 HR @ $2.50/HR = ($27,010.00)
7360 - MANHOLE 48 IN....: 2 EA @ $12,000.00 - $10,971.44 = ($13,028.56)
SP-104 - CULTURAL MONITORING: 75 HR @ $155.00/HR = ($11,625.00)

TOTAL CHANGE ORDER 08 COST INCREASE: $102,620.00

TOTAL CHANGE ORDER 08 CREDIT APPLIED: ($51,663.56)

TOTAL CHANGE ORDER 08 NET COST: $50,956.44

KNIFE RIVER

5450 W. GOWEN ROAD
BOISE, ID 83709
O: 208.362.6152
F: 208.562.5045

PROJECT: STPUS 9902 BRIDGE/DIAGONAL/2ND ST Intersection Improvements

ATTN: Scott Linja, Project Manager

TO: Keller Associates

SUBJECT: Manhole Credit and Sidewalk Removal

Scott,

Below is the estimated cost of removal of sidewalk not originally to be demolished and credit to the project for preserving & protecting the existing manholes. Total Manhole Credit: $12,000/EA x 2 MH's = $24,000 - $10,971.44 labor & equipment for tie ins and grouting.
Total Credit: $13,028.56
Sidewalk Demo Cost: $1,250

Regards,

Justin Smith

REMARKS:

IF YOU HAVE ANY QUESTIONS OR COMMENTS, PLEASE CONTACT JUSTIN SMITH – 208-305-3388

KELLER
ASSOCIATES

733 5th Street, Suite A Clarkston, WA 99403
Phone: 208-295-6095, Fax: 509-295-6104

Project: Bridge/Diagonal/2nd St Int.
Client: City of Clarkston
Prepared By: Scott Linja, PE
Printed: 5/30/2025

Change Order 008 - Price Justification

During construction, the contractor was required to remove a concrete slab that was present underneath the existing asphalt. Additionally, there were areas that required soft spot repairs due to existing subgrade conditions. Below is an independent cost estimate for these miscellaneous items.

Item Description	Quantity	Contractor's (Knife River) Price	Engineer's Estimate
Concrete Slab Removal	2,350	$21.00/SY	$25.00/SY
Soft Spot Repair	75	$100/CY	$125/CY
	Total	***$56,850.00***	***$68,125.00***

Knife River's proposed pricing for the change order items appear to be reasonable in comparison with the Engineer's estimate and current prices. The Engineer's estimate was based upon similar projects within the project area region, WSDOT unit prices for similar work, and discussions with other engineers. Other items included in CO 8 were not evaluated since there are existing line items for the overages and the credits.

Scott Linja

Scott Linja, P.E.

Administrative Offer Summary (AOS)

<table>
<tr><td colspan="2">Project Title: 13TH Street Roundabouts, Highland Street Right of Way, Project No. 222089</td><td>Tax Parcel No.: 042033-3012</td></tr>
<tr><td colspan="2">ROW Plan Title Approval Date: 10/02/2023</td><td>Federal Aid Number: WA-13278</td></tr>
<tr><td>Property Owner Name: Bhardwaj, LLC, a Washington Limited Liability Company</td><td colspan="2">Property Location: 1401 13TH ST, CLARKSTON, WA, 99403</td></tr>
<tr><td>Current Use: Commercial</td><td colspan="2">Zoning: NC- Neighborhood Commercial</td></tr>
</table>

Before Area: 69,260 SF (Per County Assessor) **After Area:** 69,260

Acquisition Area: N/A

Fee: N/A

Permanent Easement: N/A

Temporary Easement: 968.9 SF (area)

Highest & Best Use:

Vacant: Development into Commercial Property **Improved:** Continued Commercial Use

Effects of Acquisition: Temporary Construction Easement

Sales Relied On: 1, 2, 3, 4 (contained & attached in the Data Package for this project dated

Subject Sold within last 5 years? No

If yes, is the Sale included in the Data package? N/A

Project Overview and Effects of Acquisition: The purpose of this AOS is to estimate the just compensation for the acquisition related to the 13th St. Roundabouts project in Clarkston, WA. The 13th St. Roundabouts project is a right-of-way initiative aimed at improving traffic flow and safety along the 13th Street corridor. The project will install roundabouts at key intersections to reduce vehicle speeds, minimize accidents, and enhance pedestrian safety.

The project will require a Temporary Construction Easement (TCE) to blend the new roadway into the existing access approach and serve as an additional work area for project crews. The project seeks to extend the existing Right of Way for construction of a roundabout at the intersection of 13th and Highland Avenue. Refueling stations, Cashier kiosk, bollards and signage will be protected during construction. All other improvements within the TCE area will be protected or replaced in kind or repaired to an equal or better position than now exists.

Two of the subject's three access points will remain open during the project, while one may be closed for up to one day while pavement is blended into access approach. The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate March 15, 2027. The TCE value is calculated at 8% of the fee value per annum multiplied by 2 years. The value on the TCE is $8.00/sf x 968.9 sf x 8% x 2 years which totals $1,240.19, rounded up to $1,250.00.

Acquisition Compensation

Temporary Easement		
968.9 square feet	$8.00/sf x 968.9 sf x 8% x 2 years	$1,240.19
Worksheet Date: 5/21/2025		**$1,250.00 (Rounded)**

Reconciliation of Market Data & Value Conclusion: $1,250.00 (Rounded)

Prepared By: Kelly Atkinson

Kelly Atkinson — 5/27/2025

Project Manager — Date

Approved By:

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur with the value estimate herein. I authorize an offer based on this waiver valuation to be made in said amount as Just Compensation.

City of Clarkston — Date
Mike Dimmick
Public Works Director

This form is prepared in conformance with Federal And State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal or defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.2(a) and 49 CFR 24.102(c)(2)(ii)(A).

After recording return document to:

City of Clarkston
830 5th St.
Clarkston, WA 99403

Document Title: Temporary Easement
Grantor: Bhardwaj, LLC
Grantee: City of Clarkston
Legal Description: Ptn of Lot 8 and Lot 6 in Block "V" of Vineland
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 10041500800030000

TEMPORARY EASEMENT

13th Street Roundabouts

The Grantor, **Bhardwaj, LLC, a Washington Limited Liability Company**, for and in consideration of ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 ($1,250.00) DOLLARS, and other valuable consideration, conveys and grants unto the 13th Street Roundabouts Project, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of blending the new roadway into existing driveways and install driveway approaches.

Said lands being situated in Asotin County, State of Washington, and described and depicted in Exhibit A and B, attached hereto, and made a part hereof.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate March 15, 2027, hereinafter the "Term".

It is further agreed that this Temporary Easement may be extended by up to 1-Year at the Grantee's option. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated Administrative Offer Summary, whichever is higher.

TEMPORARY EASEMENT

Grantee shall notify Grantor in writing, and render payment, prior to exercising this option.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Clarkston unless and until accepted and approved hereon in writing for the City of Clarkston, by its authorized agent.

Dated: ________________________, 2025

Bhardwaj, LLC
a Washington Limited Liability Company

____
Shyam Bhardwaj, President

STATE OF WASHINGTON)
: ss
County of ASOTIN)

On this _______ day of ______________ 2025, before me personally appeared Shyam Bhardwaj, to me known to be the President of Bhardwaj, LLC, a Washington Limited Liability Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

____
Notary Public in and for the State of Washington, residing at ______________

My commission expires ______________

TEMPORARY EASEMENT

Accepted and Approved

City of Clarkston

By:__________________________________
Mike Dimmick
Public Works Director

Date: ________________________________

TEMPORARY EASEMENT

EXHIBIT A
LEGAL DESCRIPTION
of
TEMPORARY CONSTRUCTION EASEMENT
BHARDWAJ, LLC TO ASOTIN COUNTY

That portion of Lot 8 of Block "V" of Vineland, according to the plat thereof recorded in Book A of Plats at Page 45, and a portion of Statutory Warranty Deed, recorded August 30, 2017, as Instrument No. 354876, records of Asotin County, Washington, located in the NW 1/4 of the SW 1/4 of Section 28, Township 11 North, Range 46 East, Willamette Meridian, Asotin County, Washington, described as follows:

Commencing at the northwest corner of said Lot 8; thence South 47°34'29" East, 42.42 feet, more or less, to the northwest corner of said Statutory Warranty Deed, said point being the POINT OF BEGINNING.

thence along the north line of said Statutory Warranty Deed, North 87°25'16" East, 96.89 feet;

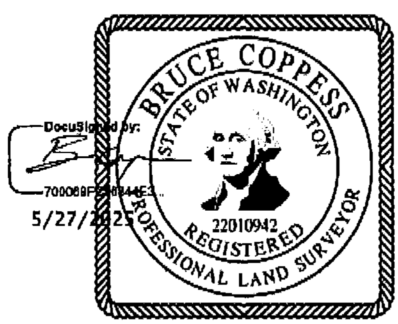
thence leaving said north line South 02°34'14" East, 10.00 feet;

thence South 87°25'16" West, 96.89 feet, more or less, to the west line of said Statutory Warranty Deed;

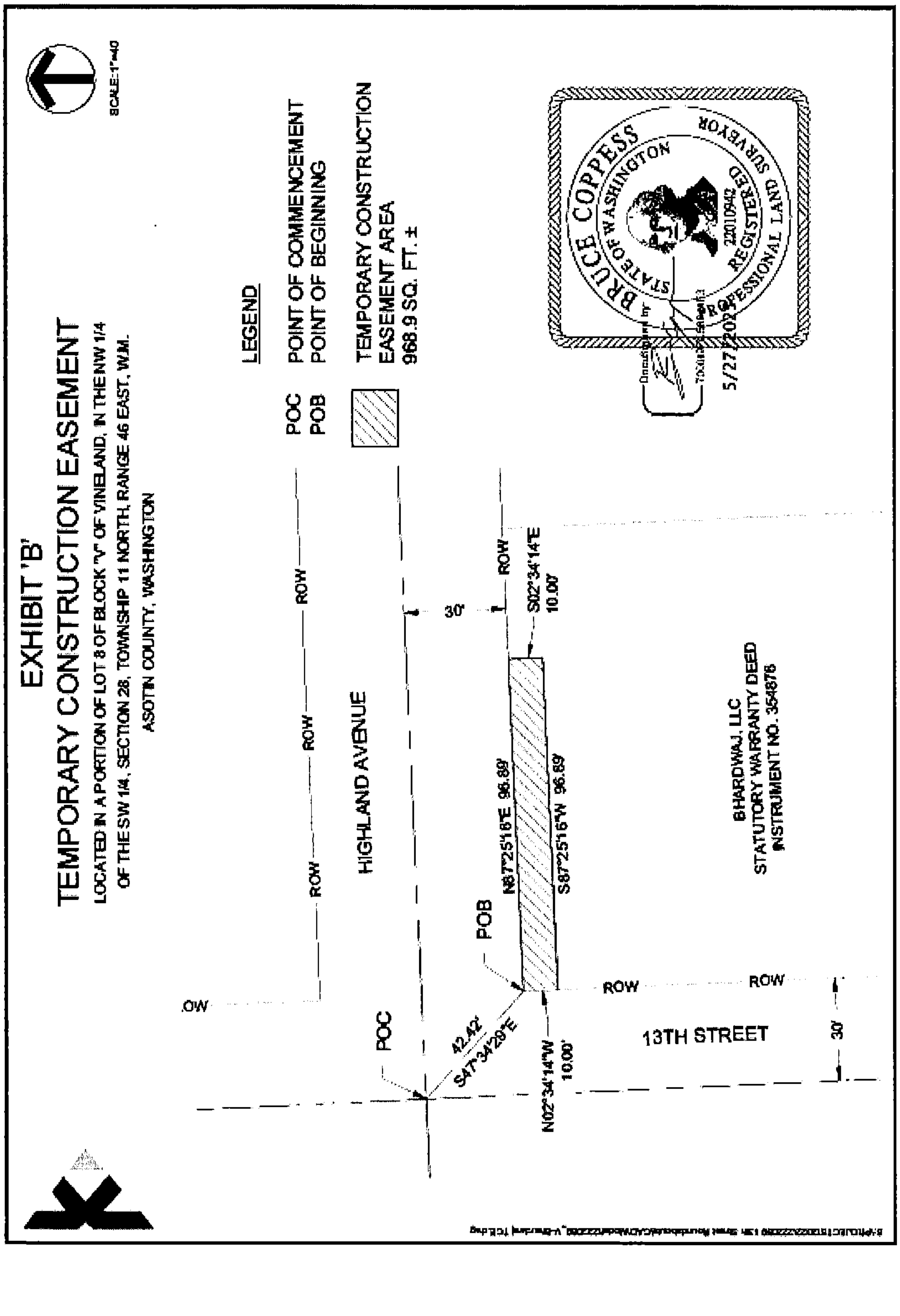
thence along said west line, North 02°34'14" West, 10.00 feet to the POINT OF BEGINNING.

Containing 968.9 square feet, more or less.

SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on the above-described parcel.



TEMPORARY EASEMENT



REAL PROPERTY VOUCHER

AGENCY NAME **City of Clarkston** 830 5th St. Clarkston, WA 99403	I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.
GRANTOR OR CLAIMANT (NAME, ADDRESS) **Bhardwaj, LLC** **2452 Linda Ln** **Clarkston, WA 99403** TIN/SSN:	SIGNATURE (IN INK) FOR EACH CLAIMANT / DATED X **Shyam Bhardwaj, President**
PROJECT NO. AND TITLE **13th Street and Poplar Street Roundabout**	X
FEDERAL AID NO. **WA-13278** PARCEL NO. **10041500800030000**	

In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:	DATED	$ AMOUNT
LAND: Temporary Construction Easement: 968.9 SF x $8.00/SF x 8% x 2 years +		**$1,240.19**
IMPROVEMENTS: +		
DAMAGES:		
Cost to Cure +		
Proximity +		
Other +		
SPECIAL BENEFITS		
JC (Just Compensation) Amount		**$1,250.00 (R)**
REMAINDER:		
Uneconomic Remnant +		
Excess Acquisition +		
DEDUCTIONS:		
Amount Previously Paid		
Performance Bond		
Salvage Amount		
Pre Paid Rent		
Other		
ADMINISTRATIVE SETTLEMENT +		
STATUTORY EVALUATION ALLOWANCE +		
ESCROW FEE +		
REAL ESTATE EXCISE TAX +		
OTHER: +		

ACQUISITION AGENT Kelly Atkinson	Voucher No.	TOTAL AMOUNT PAID **$1,250.00 (R)**
AUTHORIZED AGENT FOR AGENCY Mike Dimmick		

LPA-321 10/2014

WASHINGTON STATE PATROL SERVICE AGREEMENT Fire Safety Plan Reviews and Inspections	WSP Contract No. K21490

This Contract is between the State of Washington, Washington State Patrol, hereinafter referred to as WSP, and the Purchaser identified below, and is governed by chapter 39.26 RCW.

PURCHASER	
Purchaser Name City of Clarkston	
Purchaser Address 830 5th St Clarkston WA 99403	**Purchaser Telephone** 509-758-1662
Purchaser Contract Manager Name Mike Dimmick	**Purchaser Contract Manager Email** mdimmick@clarkston-wa.com
WSP CONTRACT MANAGER	
Contract Manager Name and Title Cozetta Christian, Chief Deputy State Fire Marshal	**WSP Contract Manager Address** PO Box 42642 Olympia WA 98504-2642
Telephone 360-584-5796	**E-mail Address** Cozetta.Christian@wsp.wa.gov
WSP CONTRACT SPECIALIST	
Contract Specialist Name Mitchel Craig	**Contract Specialist Address** PO Box 42602 Olympia, WA 98504-2602
Telephone 360-596-4076	**E-mail Address** Mitchel.Craig@wsp.wa.gov

Contract Start Date	Contract End Date	Contract Maximum Amount
Date of Execution	12/31/2028	**Actual Costs Not to Exceed $30,000.00 Taxes may be added**

ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference:

☒ Exhibit A, General Terms and Conditions

This Contract, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have the authority to enter into this Contract.

FOR THE WASHINGTON STATE PATROL:	FOR THE PURCHASER:
WSP Signature Date	Purchaser Signature Date
Printed Name and Title For: John R. Batiste, Chief	Printed Name and Title

1. **Statement of Work.** WSP shall conduct fire safety reviews and inspections of the Purchaser's construction projects. Activities shall include, but not be limited to:

   a. Attending Meetings

   b. Plan Reviews

   c. Site inspections for proper installation of fire sprinkler systems

   d. Acceptance testing of fire sprinkler systems.

   Each review and inspection shall be assigned by the Chief Deputy State Fire Marshal and must be approved by both parties. Each request for review and inspection must identify the specific project, the maximum amount payable for the inspection, and the period of performance for each inspection.

2. **Fees:** the public agency shall reimburse WSP for actual costs associated with each completed review and inspection up the maximum agreement amount. The costs include.

   a. Actual salaries and benefits of WSP Fire Protection Bureau staff providing services.

   b. Mileage at the current WSP mileage reimbursement rate.

   c. Per diem and lodging and current State of Washington approved rates.

   d. Indirect costs applied against direct costs charged to the Purchaser under the agreement at WSP's current federally approved indirect rate.

   e. Any other direct costs identified in the agreement.

3. **Payment for Services.** WSP shall invoice the Purchaser no oftener than once per month in accordance with this Agreement. WSP shall send invoices and all related supporting documents to the Purchaser at the billing address identified on page one of this Agreement. The Purchaser shall reimburse WSP within 30 days of receipt of invoice and supporting documentation from WSP. WSP shall submit final invoice within sixty (60) days after the calendar month in which the services were performed.

4. **Advance Payments Prohibited.** WSP shall not make any payments in advance or anticipation of the delivery of goods or services provided by the Purchaser pursuant to this Contract.

5. **Assignment.** The Purchaser may not assign this Contract, or any rights or obligations contained in the Contract, to a third party.

6. **Confidentiality.** The Purchaser shall not use or disclose any information concerning WSP, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract.

7. **Contract Execution and Amendments.** This Contract shall be binding on WSP only upon signature by the Chief of WSP or designee, and signed by the Purchaser. WSP and the Purchaser may mutually amend this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Purchaser.

8. **Disputes.** In the event a bona fide dispute concerning a question of fact arises between Purchaser and WSP and it cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.

   The initiating party shall describe the dispute in writing and deliver it to the responding party. The responding party shall respond in writing within three (3) business days. The initiating party shall have three (3) business days to review the response.

a. If after this review resolution cannot be reached, both parties shall have three (3) business days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved after three (3) business days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) business cays of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next three (3) business days.

b. The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

c. Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

d. Both parties agree to be bound by the determination of the Dispute Resolution Panel.

e. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

f. Purchaser and WSP agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

g. If the subject of the dispute is the amount due and payable by Purchaser for services being provided by WSP, WSP shall continue providing Services pending resolution of the dispute provided Purchaser pays WSP the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Purchaser, in good faith, believes is due and payable.

9. **Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

10. **Indemnification.** The Purchaser shall indemnify, defend and hold harmless WSP from and against all claims arising out of or resulting from the performance of this Contract. The Purchaser shall be required to indemnify, defend and hold WSP harmless to the extent claim is caused in whole or in part by negligent acts or omissions of the Purchaser.

11. **Independent Capacity.** The Purchaser acknowledges that the Purchaser is an independent Purchaser, and not an officer, employee or agent of WSP or the State of Washington. The Purchaser shall not hold itself out as, nor claim status as, an officer, employee or agent of WSP or the State of Washington.

12. **Order of Precedence.** In the event of any inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to (i) applicable federal and state law, regulations and rules; (ii) any other provision of this Contract; and (iii) any document incorporated by reference.

13. **Rights in Data.** Unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.

14. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

15. **Termination.** Either party may terminate the Contract by providing written notice to the other party. Termination shall be effective as of the date specified in the notice of termination. Purchaser shall be liable for and shall pay for only those services authorized and provided through the date of termination.

16. **Waiver.** A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in writing and signed by an authorized representative of that party and attached to the original Contract.

RESOLUTION NO. 2025-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, ADOPTING A PROCUREMENT AND PURCHASING POLICY

WHEREAS, the City Council of the City of Clarkston desires to establish written policy and procedure for formal bidding of public works projects that meet federal requirements and state requirements as listed in RCW 35.23.352 and RCW 39.04.280; and

WHEREAS, the City Council of the City of Clarkston desires to conform to federal and state procurement standards; and

WHEREAS, the City Council of the City of Clarkston desires to conform to the standards set forth in RCW 39.80 regarding authorization of architectural and engineering services; and

WHEREAS, the City Council of the City of Clarkston did previously adopt Resolution 2022-11 adopting Financial Policies for the City of Clarkson;

NOW THEREFORE, the City Council of the City of Clarkston, Washington does resolve as follows:

That the policy and procedures attached hereto as Attachment A does now supersede any purchasing policy or procedure previously ordained by resolution or ordinance within the City of Clarkston.

This policy is effective immediately upon passage of this Resolution by the City of Clarkston City Council.

DATED this 9th day of June, 2025.

Monika Lawrence, Mayor

Attest:

Rachel Frost, City Clerk

Attachment A

CITY OF CLARKSTON
PURCHASING AND PROCUREMENT POLICY

Applies to: ALL DEPARTMENTS	**Effective Date: 6/9/25**

Table of Contents:

SECTION 1 – OVERVIEW

PURPOSE:
The purpose of this policy is to implement the requirements of state law with regard to procurement and bidding on public contracts for public works, goods, services, supplies and materials. It is the City's policy to follow state requirements with regard to the expenditure of public funds, to provide for a fair forum for those interested in bidding on public contracts and to help ensure that public contracts are performed satisfactorily and efficiently at least cost to the public, while avoiding fraud and favoritism in their award.

DEPARTMENTS AFFECTED:
All Departments

CONTROLLING LAWS:
The expenditure of public funds for the purchase of and contracting for goods, services, supplies and materials shall comply with all applicable state law requirements as set forth in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC), in addition to any applicable local and federal laws and regulations.

MONITORING AND COMPLIANCE:
The department heads shall implement, monitor and enforce these policies. In the event of any conflict in procurement requirements or questions about proper procedure or other requirements, the matter shall be referred to the City Clerk/Treasurer and/or City Attorney, as the need may be, for further action. Willful or intentional violations of public procurement requirements may result in personal penalties, financial liabilities, and/or discipline. See RCW 39.30.020.

PROPER AUTHORIZATION:
Only authorized employees acting within the scope of their authority may obligate the City in the acquisition of goods or services. Any employee purchasing goods on behalf of the City without proper authorization may be personally liable to the vendor and the City, and subject to disciplinary action.

SECTION 2 – CODE OF ETHICS

The public must have confidence in the integrity of its government. The purpose of this Code of Ethics is to apply and give guidance to all employees so that they may conduct themselves in a manner which will be compatible with the best interests of themselves and of the City of Clarkston.

To instill public confidence in the award of public contracts and the expenditure of public funds, the City adopts the following code of ethics regarding public contracting:

- → Actions of City employees shall be impartial and fair.
- → Government decisions and policies shall be made in compliance with required procedures and within the proper channels of government structure.

→ Public employment shall not be used for personal gain and City employees shall not solicit, accept, or agree to gratuity for themselves, their families or others that would or could result in personal gain. Purchasing decisions shall be made impartially based upon the City's specifications for the contract and the responses of those bidding on the contract.

→ No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by federal award if he or she has a real or apparent conflict of interest. This conflict of interest extends beyond the individual employee, officer, or agent to include that individual's immediate family members, partner, and other employers.

SECTION 3 – PROHIBITED PRACTICES

COLLUSION AMONG BIDDERS:
Agreement or collusion among bidders or prospective bidders to either buy or sell in restraint of freedom of competition, be as agreement to bid a fixed price or otherwise, shall render the bids void. Such bidders may be subject to possible exclusion from future bidding with the City when determined by the Mayor and/or the City Clerk/Treasurer to be in the best interest of the City.

DISCLOSURE OF FORMAL BID CONTENTS:
Disclosure in advance of opening bids of any information contained in the sealed or formal bid made or permitted by a City Officer or employee may render each bid void by the City. Notwithstanding anything herein to the contrary, bids submitted by bidders taking advantage of any information revealed contrary to this section shall at once become null and void.

GRATUITIES:
Except for normal business and social courtesies, or donation publicly given and accepted, the acceptance of any gift or gratuity in the form of cash, merchandise or services of significant value by an official or employee of the City from any vendor or contractor in return for a commitment to continue or initiate a purchasing agreement is prohibited.

EMPLOYEE-OWNED BUSINESSES:
Generally, City goods or services shall not be obtained from businesses in which City officials, employees or their immediate family members have a majority ownership interest except as allowable by RCW 42.23.030.

SALE OF MATERIALS AND SUPPLIES:
The City shall not use its purchasing power to lend its credit to acquire goods or services for any private party, nor shall the City sell its materials or supplies to City officials, employees, or the public except when said materials have been declared surplus and disposed of as provided herein.

SOLICITATION OF DONATIONS:
The City will not accept donations of materials or services in return for a commitment to continue or to initiate a purchasing agreement.

BID SPLITTING:
Issuing several orders under the dollar limit or breaking a project into phases to avoid bidding is against state law. Combine the total of foreseen identical items purchased at the same time or similar items (or items that are used together) within a calendar years' time, in which the cost exceeds competition limits or when it is determined that volume discounts can be obtained by combining City wide usage (i.e. office supplies, laundry services, janitorial paper products, etc.).

CONFLICT OF INTEREST:
An employee is not to participate directly or indirectly in a procurement when they are aware of or know there is a conflict of interest.

All local governments in Washington are subject to the state's Conflict of Interest statute (Chapter 42.23 RCW). Generally, municipal officers are prohibited from having financial interests in contracts made by or under the officer's supervision or for the benefit of their office. RCW 42.23.020(2) defines "municipal officer" rather broadly and basically means any City employee acting on behalf of the City. RCW 42.23.020(3) defines "contract" as including any contract, sale, lease or purchase.

Violating these rules can bring serious penalties, including monetary fines, nullification of contracts, and possible forfeiture of employment. Common sense can be a good guide in this area of the law, but sometimes gray areas can create confusion and uncertainty. If you are concerned about a specific situation, consult legal counsel.

SECTION 4 – DEFINING THE NEED & DETERMINING THE COST

Before determining the procurement method and approval authority, the type of purchase must be established. The major categories include:

Public Works (RCW 39.04):
Includes all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the City:

- Examples include:
  - → Demolition; remodeling; renovation; road construction; building construction; utilities and construction.
- Ordinary maintenance is not specifically defined in RCW 39.04 but is generally considered to include work not performed by contract and performed on a regular basis to service, check or replace items that are not broken.
- For purposes of prevailing wage requirements, public works includes ordinary maintenance when performed by contract.
  - → Prevailing wages are required for all Public Works projects.

Materials, Supplies and Equipment:
Materials, supplies and equipment are considered tangible items which are manufactured and are movable at the time of purchase. It is important to distinguish between materials, supplies and

equipment used in public works contracts as opposed to non-public works contracts as different bidding requirements apply to each.

Services:

Services are the labor, time, or effort of a human being. Distinguishing between services and public work is also important, as services may also have different bidding requirements. The City has four classifications of services:

- Professional Services:
  - → Services provided by independent consultants that require specialized knowledge, advanced education, professional licensing or certification and where the primary service provided is mental or intellectual, involving the consistent exercise of judgement and discretion.
    - Examples: accountants, attorneys, consultants, graphic artists.

- Architectural and Engineering Services (A&E Services):
  - → These services are to be acquired under the authority and procedures outlined in RCW Chapter 39.80.
    - Examples: engineers, land surveyors, architects, landscape architects.

  All requirements of RCW 39.80 shall apply whenever the City contracts for architectural and engineering services. In particular, the City will publish its need for architectural or engineering services in advance, concisely stating the general scope and nature of the project or work for which services are required. The notice will provide the address of a representative of the City who can provide additional details. The City will either publish an announcement each time the service is needed or will announce generally to the public the City's projected requirements for any category or type of engineering or architectural service.

  The City may also advertise for architectural or engineering services annually. The City will then evaluate the qualifications and performance data it has on file along with any information submitted regarding a proposed project. Following the evaluation, the City will invite one or more firms to meet with City officials to discuss the project and the relative benefits of various methods of providing the desired services. The City will select the most highly qualified firm to provide the required services. The price or cost of the service may not be considered by the City when determining which firm is the most highly qualified. After the most highly qualified firm has been chosen, the City will negotiate a contract with that firm for the services at a price that it determines to be fair and reasonable, considering the estimated value of the services to be rendered, as well as the scope and complexity of the project. The City need not change architects or engineers every year, but may continue to hire the same person or firm if that person or firm is the most qualified. This process may be dispensed with for certain projects upon finding by the Mayor and City Council that an emergency requires the immediate execution of the work involved.

- General Services/Purchased Services:

→ All other service-related work that is not considered a public work or professional service. Most often these are routine in nature (i.e. yearly, monthly, weekly, etc.)
  - Examples: building maintenance, elevator maintenance, automotive services, instructors.

- Technology Systems and Services:
  → Any technology hardware or software system purchase or maintenance agreement.
    - Examples: servers, annual licensing agreements, custom software, technology consulting.

Procurement, administration and termination of such professional or personal services contracts shall be the responsibility of the Mayor, unless Mayor delegates that responsibility or authority to the appropriate department head. The Mayor is authorized to negotiate all professional and personal services contracts for which funds have been budgeted or otherwise approved by Council.

DETERMINING THE COST:
Once the need has been defined, the estimated cost of the goods and/or services will generally determine what competitive selection process you will need to follow. Estimated costs for competitive bidding purposes must include:

- All construction related work (except A&E Services);
- All phases of the project;
- Any internal permitting costs of the project;
- All applicable sales and use taxes;
- The full duration of a contract;
- Estimated need for like-kind items within the calendar year.

The cost estimate should not include donated materials, labor, supplies, etc.

SECTION 5 – VENDORS/CONTRACTORS

When hiring anybody to do anything for the City, the following requirements need to be met (when applicable):

- **Certificates of Insurance:** Before any contractor is allowed to work on City property (no matter the dollar amount of the work) contact the City Clerk/Treasurer to determine if Certificate of Insurance is required. If required, the contractor must furnish the City with a Certificate of Insurance naming the City of Clarkston as primary and noncontributory additional insureds with an additional attached endorsement.

  Please contact the City Clerk/Treasurer to discuss insurance requirements and what the limits of coverage should be, according to how much risk is involved. The Clerk may need to contact the Risk Management pool for further clarification and guidance on insurance requirements by vendors.

- **Form W9:** All vendors must provide a completed and signed copy of From W9 to the City Clerk/Treasurer prior to submitting a first billing or invoice.

- **Washington State Contractors License:** It is unlawful for the City to hire anyone to do construction work on City property that does not have a valid State of Washington Contractor's License.
  → To look up a contractor for a valid license visit: https://secure.lni.wa.gov/verify/

- **Washington State Business License with Clarkston endorsement:** An active State of Washington Business License with a City of Clarkston endorsement is required by all vendors doing business within the City of Clarkston and on any City of Clarkston property.
  → To check the status of a vendor's business license visit: https://ccfs.sos.wa.gov/#/

- **Worker's Compensation:** Contractors must have an active worker's compensation policy before bidding on City projects or performing City work.
  → To check the status of a contractor's worker's compensation visit: secure.lni.wa.gov/verify/

- **Debarment Federal and Debarment State of Washington:** All firms and individuals must be in good standing with the State of Washington before being hired to do any work for the City.
  → To check for debarment at the State of Washington visit: https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx

  It is unlawful for the City to hire any firm or individual to do work on a government funded project if the firm or individual is not registered and in good standing with the US Government. Using the following link and your City login to Sam.com, check the status of an entity to see if they are disbarred. Print out the resulting page (even if no records were found) and file it with your paperwork for audit. Please contact the City Clerk/Treasurer if assistance is needed.
  → https://www.sam.gov/search

- **Prevailing Wage Requirements:** RCW Chapter 39.12 is the Washington State Public Works Act, also known as the Prevailing Wage Law. This law requires that workers be paid certain hourly wages for all public works and public service maintenance contracts, **no matter what the dollar amount!**

  The Prevailing Wage law was enacted to protect the employees of contractors performing public works construction/maintenance from substandard earnings, and to preserve local wage standards.

  The Department of Labor and Industries administers the law; the Attorney General prosecutes violators; and the State Auditor ascertains if our policies, practices and procedures meet the requirements of the law.

Owner/Operators that do not have any employees do not need to pay themselves prevailing wages; however, they do still need to file Intents and Affidavits with the Department of Labor and Industries and list in section 3 of the form that they are Owner/Operator.

Any worker, laborer or mechanic performing public work must be paid prevailing wages. It does not usually apply to work that is clerical, executive, administrative or professional (grant funded projects may be an exception).

SECTION 6 – CONTRACTS

CONTRACTS:
If the City and/or vendor has ongoing obligations/requirements to each other, a contract should be established. Obligations do not include purchases yet to be invoiced.

However, any services, public works projects, or purchases with ongoing obligations under $10,000 does not need a contract.

Vendors are to be made aware of any ongoing requirements and obligations, such as prevailing wage, retainage, etc.

SECTION 7 – PROCUREMENT & PURCHASING POLICY SUMMARY TABLE

SUMMARY TABLE:
The Procurement Policy & Purchasing Summary Table (see "Appendix A") describes the common types of public contracts and summarizes the procedural requirements.

SECTION 8 – PURCHASES & SERVICES (NON-PUBLIC WORKS)

PURCHASES:
Purchase of materials, equipment, and supplies are distinct from the procurement of services (generally intangible activities) or public works (the improvement of buildings, roads, parks, or any other element of the build environment) and have their own statutory requirements and considerations.

→ **If a purchase is made in connection with a public works contract the purchase must follow public works bidding requirements as found in: SECTION 11 – PUBLIC WORKS**

- Purchases under $15,000 do not require a bid process, however, as it is in the best interest of the City to do so, when possible or applicable, receiving written or phone quotes to establish the best price and value from a minimum of 1 or 2 vendors is requested. Purchases under $15,000 may use price comparison, small works roster (SWR), or formal competitive bidding.

- Purchases between $15,000 and $40,000 may use a formal price comparison process with a minimum of 3 quotes received, SWR, or formal competitive bidding.
- Purchases between $40,000 and $50,000 may use either the SWR or competitive bidding.
- All purchases over $50,000 require a formal competitive bid process as per RCW 35.23.352.

LOCAL BUSINESS OPEN ACCOUNTS:
The Mayor and/or City Clerk/Treasurer may authorize to establish open accounts at local businesses for purchases to be made only by authorized City employees. All purchases made in open accounts must meet be below the $7,500 bid process requirement, must be pre-approved by the department head, must be for budgeted items, and can only be made by authorized City employees.

→ Receipts MUST be provided to the Supervisor or Department Head to be pink slipped and turned into the City Clerk/Treasurer for proper recordkeeping and payment.

PURCHASED SERVICES:
Excluding Architect and Engineering (A&E) services and Professional Services, as listed below, Purchased Services are those services provided by vendors for routine, necessary and continuing functions of the City, mostly related to physical activities. While there is no state law requiring competition when procuring Purchased services, the City requires that Purchased Services be performed at the lowest cost as long as the quality of work is not sacrificed in doing so.

Purchased services are typically repetitive, routine, or mechanical in nature.

- Examples include, but are not limited to:
  → Delivery/courier service
  → Janitorial or building maintenance
  → Landscaping
  → Herbicide application service
  → Vehicle inspections, maintenance and repairs
  → HVAC system maintenance (without repair)

- The City may from time to time acquire surplus property from another governmental entity without regard to bid laws.

COOPERATIVE PURCHASES (PIGGYBACKING):
Bids and/or contracts by municipalities and cooperative organizations can be used to acquire goods and services. When using a cooperative option, we are, in essence, "piggybacking" off of the original entity's competitive process thus eliminating the need to perform our own.

- Competitive Process:
  → Confirm the City has a signed Interlocal Agreement with the municipality or agency
    - Work with City Clerk/City Attorney to execute the agreement, if necessary
  → Review interlocal agreement for piggyback requirements
  → Contact vendor to verify if vendor will honor the cooperative organization's contract pricing

    - Obtain details regarding all aspects of purchasing, including invoicing, availability, delivery, etc
  - → Contact vendor to place order and/or compile all bid, award, contract documents
  - → Documentation of compliance with State and City procurement policies must be maintained
  - → Records of purchases made through the piggyback must be maintained
- The use of "piggybacking" allows the City to utilize another entity's competitive process; it does not change the authorized levels for procurement and approvals. Responsibilities remain the same as without piggybacking.

Verify bidding requirements for Purchased Services when being paid with grants or federal funding.

SECTION 9 – PURCHASE OF PROFESSIONAL & PERSONAL SERVICES

PROFESSIONAL & PERSONAL SERVICES CONTRACTS:
Professional and Personal Service contracts are agreements with individuals and/or firms for professional services to the City. All Professional and Personal Service contracts are to be approved/awarded by the Mayor and Council.

- Professional Services:
  - → It is recognized that professional services may require trust and confidentiality between the vendor and the City and therefore competitive purchasing of such services may not be in the best interest of the City. However, the Mayor may override the department head and require competitive pricing before a contract can be awarded.

- Personal Services:
  - → Personal services are provided by a consultant to provide professional or technical expertise to accomplish a specific study, project, task or other work statement. Competitive purchasing of such services is not required. However, the Mayor may override the department head and require competitive pricing before a contract can be awarded.

Verify bidding requirements for Professional & Personal Services when being paid with grants or federal funding.

SECTION 10 – ARCHITECT & ENGINEERING SERVICES

PURCHASE OF ARCHITECT AND ENGINEERING SERVICES:
As per RCW 39.80.050 Architectural and Engineering services are initially based upon their qualifications, rather than price. The City will negotiate a contract with the most qualified firm or

individual at a price which the City determines fair and reasonable. In making its determination, the City shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature. If the City is unable to negotiate a satisfactory contract with the firm or individual selected at a price the City determines to be fair and reasonable, negotiations shall be terminated and the City shall begin negotiations with the next highest qualified firm or individual. These services are to be acquired and procedures for such as set forth in RCW 39.80.

All Architect and Engineering Service contracts will be approved/awarded by the Mayor and Council.

SECTION 11 – PUBLIC WORKS

Public Work is all work, construction, alteration, repair, maintenance or improvement, other than ordinary maintenance, that the City has performed or contracted (see Section 4 for further description).

Public Works have specific dollar thresholds for various contract award and competitive bidding processes as set forth in RCW 35.23.352. Public works projects shall follow a formal competitive bid process when preliminary estimates indicate the cost of the project requires it. See the PROCUREMENT & PURCHASING POLICY SUMMARY TABLE in "Appendix A" for a quick overview of how the City maintains these rules, as set forth in this policy and procedure.

→ Prevailing Wages are REQUIRED to be paid on all labor (excluding owner/operator) performed on any Public Works contracted project. Prevailing wage intents/affidavits must be filed with the Department of Labor and Industries.

→ The City may also exercise its authority to contract with another public agency through an interlocal agreement to perform any function that either agency is authorized by law to perform. Pursuant to this authority, another public entity could act as the City's agent or contractor.

SMALL WORKS ROSTER (SWR):
Public Works projects shall follow a formal competitive bid process when requirements warrant it. In some cases a Small Works Roster may be used. RCW 39.04 provides small works roster provisions to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property. The SWR may be used for public works projects below $300,000 (before tax).

→ The City has an interlocal agreement for an indefinite period of time with Asotin County giving permission for the City to utilize the Asotin County SWR. Asotin County agrees to establish and advertise the roster as required by law.

PROJECTS UNDER $75,500 (single craft) or $150,000 (multiple craft):
If the City is not using its own work force, and if the estimated cost of a public works project is less than $75,500 for single craft, or less than $150,000 for multiple craft, the City is not required to compete work and may use a minimum competitive process, the SWR, or a formal competitive bidding process,

as determined by the department head and approved by the Mayor to do so. Formal contracts must be used for any projects $10,000 and above.

- Minimum Competitive Process:
  → The minimum competitive process allows the City to request quotes from qualified vendors. A minimum of one quote is required, although it is encouraged to obtain multiple.

- Small Works Roster:
  → The City may use the SWR to contact vendors/contractors meeting eligibility requirements to request written or electronic quotes for projects. A minimum of one quote is required, although it is encouraged to obtain multiple.

- Formal Competitive Bidding Process:
  → Follow a formal competitive bidding process as described below.

Contractors must be notified ahead of time about the following requirements: Responsible bidders criteria as presented in Section 5 – Vendors/Contractors above. The following applies:

- Bid bonds are optional
- Payment/performance bonds can be waived for projects under $5,000.
- Retainage can be waived for projects under $5,000.
- For projects over $5,000 a 10% retainage in lieu of bond can be accepted.
- Prevailing wage intents/affidavits are required.
- Liability and workers compensation insurances are required.

PROJECTS BELOW $300,000:
For projects at or above $75,500 for single craft and at or above $150,000 for multiple craft but below the $300,000 small works roster threshold the City may use either the Small Works Roster process or competitive bid procedures.

- Small Works Roster - ALL:
  → Invite quotes from all contractors on the roster. If the City solicits bids from less than all the contractors listed under the appropriate category on the small works roster the City will notify the remaining contractors that quotations on the work is being sought. The City will notify the remaining contractors using one of the following methods:
    - Publishing notice in the legal newspaper in general circulation in the area where the work is being done
    - Mailing a notice
    - Sending a notice via fax or other electronic means

  → The contract must be awarded to the qualified vendor/contractor submitting the lowest responsive quote.
  → Contract award and purchases shall be presented to the appropriate council sub-committee and to the finance committee prior to awarding the contract. Any questions or suggestions the committee has should be submitted to the appropriate department head in

writing with written response, including action taken, provided at the next committee meeting. Contracts will be approved by Mayor and Council before award is made.

- Formal Competitive Bidding Process:
  → Follow a formal competitive bidding process as described below.

PROJECTS OVER $300,000:
Projects over $300,000, including single craft projects over $75,500 and multiple craft projects over $150,000 if alternative SWR process is not used, require a Competitive Bid Process.
The Competitive Bid Process is as follows:

- ❖ AUTHORIZATION REQUEST: Request for authorization from the Mayor to call for bids is required except for items in the current approved budget.
- ❖ PUBLICATION OF NOTICE: After authorization is received, the requesting department head or designee will publish the Call for Bids in the official newspaper or a newspaper of general circulation most likely to bring responsive bids at least fourteen (14) days prior to bid submittal deadline.
- ❖ NOTICE OF CONTENTS: Call for bids should contain a summary of the project and a link to the full definite specifications and procedures for bidders to use to estimate their bids.
- ❖ BID SUBMITTAL AND OPENING: Bids are submitted to the City Clerk for date stamp and processing. Bid opening will be announced by Mayor and department head or designee of the appropriate department.
- ❖ AWARD OF BID: Except as otherwise provided herein, the City shall accept the bid of the lowest responsive bidder. Bid awards for contracts and purchases shall be approved/awarded by Mayor and Council.
- ❖ AWARD TO OTHER THAN LOW BIDDER: When the bid award is not given to the lowest bidder a statement of the reasons for not selecting the lowest bid shall be prepared by the responsible department head and submitted to the City Clerk and filed with the records relating to the transaction.
- ❖ REJECTION OF BIDS: The Mayor or City Clerk or designee may reject without cause any and all bids and may re-advertise for bids pursuant to the procedures herein described. If no bids are received, the Mayor or City Clerk or designee may negotiate the purchase with a vendor at the lowest possible cost. Approval and award of contract will be made by Mayor and Council.
- ❖ PERFORMANCE BONDS: To protect the best interest of the City and to assure compliance of the contract, a performance bond in an amount as determined necessary by the assigned responsible department head shall be required.
- ❖ RETAINAGE: RCW 60.28.011 requires agencies to withhold up to 5% of the value of a public improvement contract, not including sales tax, as retainage until the project is completed and the contract is accepted. This provides a financial incentive for contractors to finish a project, as well as a limited amount of financial protection for the involved parties.
- ❖ RETAINAGE BONDS: Instead of having retainage withheld form the contract payments, a contractor may opt to submit a retainage bond to cover any or all of the amount of retainage. Retainage bonds are recommended for City projects.

APPRENTICESHIP TRAINING PROGRAMS:

RCW 39.04.32 requires that as of July 1, 2024, a minimum of 15% of labor hours on all public works with an estimated cost of $2,000,000 or more be performed by apprentices. For contracts advertised for bid on or after July 1, 2026, all contracts with an estimated cost of $1,500,000 or more require a minimum of 15% of labor hours on all public works contracts. For contracts advertised for bid on or after July 1, 2028, all contracts with an estimated cost of $1,000,000 or more require a minimum of 15% of labor hours on all public works contracts.

→ There must be a specific line item in the contract specifying apprentice utilization goals should be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals, and an expected cost value to be included in the bid associated with meeting the goals (see RCW 39.04.320(4)(b)).

→ The City must report apprenticeship utilization by contractor and subcontractor to the Department of Labor and Industries (L&I) by final project acceptance. This percentage is taken from affidavits, not certified payroll. Reporting is to be completed in the L&I electronic reporting system for Prevailing Wage Intents & Affidavits.

The City may adjust the requirements of the apprenticeship training program for a specific project for the following reasons:

- The demonstrated lack of availability of apprentices in specific geographic locations;
- A disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum levels of apprentice participation;
- Participating contractors have demonstrated a good faith effort to comply with the requirements of this section; or
- Other criteria the City deems appropriate, which are subject to review by the office of the governor or the City Council.

PREVAILING WAGE: There are filing fees to the vendor for projects over $5,000 (including tax) including labor and materials.

- **Prior to getting an estimate**, quote or bid the City must notify vendors/contractors that they are to pay prevailing wages.
- **After a vendor/contractor has been selected** the vendor/contractor is required to file a "Statement of Intent to Pay Prevailing Wages" with L&I PRIOR TO STARTING WORK ON THE PROJECT.
- **After the work is completed** the vendor/contractor must file an "Affidavit of Wages Paid" with L&I.

*Note: The vendor/contractor must insert the City contract number in the contract number box on the Statement of Intent form.

Final payment must not be released until certified intents and affidavits have been received.

SECTION 12 – EXEMPTIONS TO COMPETITIVE BIDDING REQUIREMENTS

SOLE SOURCE VENDOR:
Purchases which by their nature are not adapted to competitive bidding, such as items which, as to meet a specific need or criteria as determined by the City, may only be purchased from a single source, shall not be subject to the competitive bidding requirements of this policy. Purchases above the threshold requiring multiple quotes or bids require prior approval by the Mayor or designee and are done on a case-by-case basis.

REPAIR AND ORDINARY MAINTENANCE:
Purchases for ordinary maintenance, repairs, or additions to City equipment which may be more efficiently added to by a certain individual or firm shall not be subject to the competitive bidding requirements of this policy.

PURCHASES INVOLVING SPECIAL FACILITIES OR MARKET CONDITIONS:
The Mayor may waive established bidding requirements if an opportunity arises to purchase favorably priced equipment at an auction, or supplies or used goods that will be sold before the City can conduct the bid process when over the bid thresholds. Market conditions can also mean lack of competition. If there is reasonable evidence that formal bidding would be futile due to market conditions and lack of potential competition, or other unforeseeable circumstances arise that are not explicitly addressed here but there is reasonable evidence and documentation to show competitive bidding would be futile, then this exemption may be allowed. Written documentation of the special condition must be prepared for justification of the purchase and waiver of bidding requirements and approval by Council must be made via Resolution.

PURCHASE OF INSURANCE OR BONDS

SURPLUS PROPERTY:
As per RCW 39.33.010 the City may by agreement acquire surplus property from another government without the use of bids.

INTERLOCAL AGREEMENTS (PIGGYBACKING):
See SECTION 8 – PURCHASES & SERVICES (NON-PUBLIC WORKS)

EMERGENCY PURCHASES:
In the event of an emergency in accordance with RCW 39.26.13, the Mayor or City Council or designee may declare an emergency situation exists, waive competitive bidding requirements, and award necessary contracts on behalf of the City to address the emergency situation. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the Council or Mayor and duly entered in record no later than two weeks following the award of the contract.

REAL PROPERTY:
Acquisition of real property is exempt from the competitive bidding requirements of this policy. Upon approval of Council the Mayor or designee may proceed to acquire real property through negotiation.

Such negotiations shall be based upon an independent fee appraisal of the property. The City shall not pay more than fair market value for real property without prior Council approval. If the property is acquired in pare or in whole with Federal Funds, such acquisition shall additionally comply with Uniform Real Property Acquisition and Relocation Assistance Act of 1970, as amended.

SECTION 13 – GRANT AND FEDERAL FUNDING

Purchases made or work performed with Federal grant funds must follow the standards identified in the Federal Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Title 2, Subtitle A, Chapter II, Part 200). *See SECTION 14 – FEDERAL CODE OF CONDUCT and SECTION 15 – FEDERAL AWARDS STANDARDS for summary requirements.*

***Note:** the federal government does not recognize Washington State's Small Works alternative procedures or thresholds. **Do not use SWR procedures or thresholds if any federal funding is included or used.**

ALL GRANTS ARE DIFFERENT, so one size does not fit all. Some grants simply require you to use your own procurement rules, while others require you to insert their contracting clauses into your contract.

***Note: ALL grant contracts and grant reimbursement requests MUST be signed by Mayor – designees are not permitted!** Grant contracts must be approved by Council.

Prior to initiating any purchases or contracts with federal funds, the responsible department head will document that the procurement complies with the requirements of RCW 57.08.050 and the Uniform Guidance. A copy of the documentation shall be retained in the project files.

***Note: the most restrictive procurement method will be used whether it be federal, state, or local law.**

SECTION 14 – FEDERAL CODE OF CONDUCT

PURPOSE:
The purpose of the Code of Conduct is to ensure the efficient, fair and professional administration of federal grant funds in compliance with 2 CFR §200.112, 2 CFR §200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION:
This Code of Conduct applies to all elected officials, employees or agents of the City of Clarkston engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS:
No elected official, employee or agent of the City of Clarkston shall participate in the selection, award or administration of a contract supported by federal grant funds if a conflict of interest, real or apparent,

would be involved. Such a conflict would arise when any of the following has a financial or other interest in the individual or firm selected for award:

- The City employee, elected official, or agent of the City; or
- Any member of their immediate family; or
- Their partner; or
- An organization which employes or is about to employ any of the above.

The City of Clarkston's elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or subcontractors.

REMEDIES:
To the extent permitted by federal, state or local laws or regulations, violation of these standards may cause penalties, sanctions or other disciplinary actions to be taken against the City's elected officials, employees or agents, or the contractors, potential contractors, subcontractors or their agents. Any potential conflict of interest will be disclosed in writing to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.

SECTION 15 – FEDERAL AWARDS STANDARDS

PURPOSE:
Establish and maintain internal controls that provide reasonable assurance that federal awards are being managed in compliance with all federal regulations and with the terms and conditions of the award. The City will follow the Uniform Guidance, the Local Agency Guidelines (LAG) distributed by the Washington State Department of Transportation (WSDOT), Government Accountability Office Standards for Internal Control in Federal Government (the Green Book) and the Committee of Sponsoring Organizations of the Treadway Commission's (COSO) Internal Control – Integrated Framework Principles.

INTERNAL CONTROLS:
The City will maintain effective internal control over the federal award providing reasonable assurance that the City is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award.

- Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive.

CERTIFICATION:
To assure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include the certification, signed by an official who is authorized to legally bind the non-federal entity, which reads as follows: "By signing this report I certify to the best of my

knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise."

ADVANCE PAYMENTS AND REIMBURSEMENTS:
Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City whether the payment is made by electronic funds transfer, or issuance or redemption of checks.

- Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the City to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.
- The City shall minimize the time elapsed between receipt of federal aid funds and the subsequent payment of incurred costs.

ALLOWABLE COSTS:
Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute:

- Be necessary and reasonable for the performance of the federal award;
- Conform to any limitations or exclusions set forth in these principles or in the federal award as to types or amounts of cost items;
- Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the City;
- Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the federal award as an indirect cost.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally financed program in either the current or a prior period;
- Be adequately documented.

PROCUREMENT:
When procuring property and services under a federal award, the City will follow 2 CFR §200.318 General procurement standards through §200.326 Contract provisions or City purchasing procedures, whichever is more restrictive.

Contracts for more than the simplified acquisition threshold currently set at $250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

Contracts and sub-grants of amounts in excess of $250,000 requires that the City will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Verify and document that vendors/contractors are not suspended or debarred from doing business with the federal government. Federal guidelines require grant recipients to ensure vendors with contracts or purchases exceeding $25,000 are not suspended or debarred from participating in federal programs. All City purchases and contracts issued from federal resources that exceed $25,000 are subject to these guidelines.

Before initiating any purchase or contracts with federal funds that exceed, or may potentially exceed $25,000 within the fiscal year, the responsible department head shall verify that the vendor is not listed on the System for Award Management (SAM) Exclusion list by following the steps listed in SECTION 5 – VENDORS/CONTRACTORS. If the vendor is listed on the EPLS the City shall not complete the purchase or contract with them. If the EPLS shows no records for the vendor, print the screen and retain a copy in the project files and proceed to process the purchase or contract.
SIMPLIFIED ACQUISITION THRESHOLD (SAT):
If a purchase will exceed the SATE, the responsible department head must perform a document cost price analysis PRIOR to formal bidding.

SINGLE AUDIT ACT:
The City, as a recipient of federal funds, shall adhere to the federal regulations outlined in §200.501, as well as all applicable federal and state statutes and regulations.

PROCUREMENT REQUIREMENTS WHEN USING FEDERAL FUNDS TABLE:
See the Procurement Requirements When Using Federal Funds Table (Appendix B) for a quick guide to Procurement Methods, Goods, and Services for federal funds.

CLOSURE:
A project agreement end date will be established in accordance with 2 CFR §200.309. Any costs incurred after the project agreement end date are not eligible for federal reimbursement.

SECTION 16 – DEFINITIONS

Bid: A written proposal submitted by a bidder to furnish supplies, materials, equipment and other property in conformity with the owner's specifications and conditions included in a request for bid by the City.

Bidding: Procedure used to solicit quotations on price from various prospective providers of supplies, materials, equipment, and other property.

Budget: A legal planning document that forecasts the financial resources of a government and authorizes the spending of those resources for a fiscal period.

Budget amendment: A mechanism for the City Clerk/Treasurer to transfer legal appropriations within a fund. Legal appropriations are not budgeted by line item, so City Council approval is not required.

Contract: A contract is a legally binding and enforceable agreement between two or more parties stating the terms and conditions for an exchange of something of value (usually money, goods, or services) between the parties. A contract can take many different forms, ranging from major, heavily negotiated written contracts to a simple telephone order for goods or services. Legal Counsel should be contacted if there is uncertainty as to the need for a written contract and how to go about it. Only the Mayor of the City has the authority to sign contracts unless they have delegated their authority over to an individual when certain criteria is met.

Emergency: Unforeseen circumstances beyond the control of the City that (a) present a real, immediate threat to the proper performance of the essential functions of the City; and/or (b) may result in material loss, damage to property, bodily injury, or loss of life if prompt action is not taken.

Ordinary maintenance: The furnishing of labor, time, or effort by a contractor or vendor not performed by contract and that is performed on a regularly scheduled basis to service, check, or replace items that are not broken; or work performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary, and not involving the delivery of any specific end product, other than reports that are incidental to the required performance.

Personal Service Contract: An employment contract with an independent contractor for the rendering of personal services to the City. Only the Mayor of the City has the authority to sign contracts UNLESS they have delegated their authority to an individual when certain criteria is met.

Prevailing Wage Rate: The rate of hourly wage, usual benefits, and overtime paid in the locality, to the majority of workers, laborers, or mechanics in the same trade or occupation; required to be paid on all public work and public building service maintenance contracts.

Professional Service Contract: An agreement with an independent contract for the rendering of professional services to the City. The City does not provide direction to the provider. The City states a goal and objective and the provider, under his own direction, accomplishes the goal.

Public Work: a project including all work, construction, alteration, repair or improvement other than ordinary maintenance executed at the cost of the City.

Resonsible Bidder: Contractor, supplier, or vendor that substantially meets the following criteria as determined by the responsible department head of the purchase: 1) has adequate financial resources to perform the contract; 2) is able to comply with the associated legal or regulatory requirements; 3) is able to deliver according to the contract schedule; 4) has a history of satisfactory performance; 5) has good reputation regarding integrity; 6) has or can obtain necessary data, equipment and facilities, and; 7) is otherwise eligible and qualified to receive award if its bid is chosen.

Sealed Bid (Formal Bid): An advertised solicitation for a requirement in which the cost exceeds the bid limit. The bids are opened during a public opening.

Simplified Acquisition Threshold: The dollar amount below which a non-federal entity may purchase property or services using small purchase methods.

Small Works Roster (SWR): A process through which there is competition following notification to some or all public works contractors who have requested placement on a roster kept by the local government or agency or a contracted service agency in which price is the primary basis for consideration and contract award.

APPENDIX A
PROCUREMENT PURCHASING POLICY SUMMARY TABLE

Procurement Type Bid Threshold	Process(es)	Other Requirements	RCW Reference
Public Works Projects			
≤ $75,500 for single craft ≤ $150,000 for multi-craft **Note: Contract Required if ≥ $10,000**	*minimum competitive process *minimum small works roster *formal competitive process	*prevailing wage *insurances *performance bond *Bid bond/deposit	RCW 39.04.190 RCW 35.23.352
≥ $75,500 for single craft ≥ $150,000 for multi-craft < $300,000 **Note: Contract Required**	*small works roster - ALL *formal competitive process	*prevailing wage *insurances *performance bond *Bid bond/deposit	RCW 39.04.190 RCW 35.23.352
> $300,000 **Note: Contract Required**	*must call for bids/formal competitive process	*prevailing wage *insurances *performance bond *Bid bond/deposit	RCW 35.23.352
Materials, Goods and Equipment (non-Public Works projects)			
< $15,000 **Note: Contract Required if ≥ $10,000**	***when possible or applicable*** *written/phone quotes (1 or 2) *minimum small works roster *formal competitive process	*publication of RFP if bidding	RCW 35.23.352
> $15,000 > $40,000 **Note: Contract Required**	*formal price comparison 3/quotes *formal competitive process	*publication of RFP if bidding	RCW 35.23.352
> $40,000 < $50,000 **Note: Contract Required**	*small works roster - ALL *formal competitive process	*publication of RFP if bidding	RCW 35.23.352
> $50,000 **Note: Contract Required**	*formal competitive process	*publication of RFP if bidding	RCW 35.23.352
Services: Personal - Professional - Architectural & Engineering			
Architectural & Engineering **Note: Contract Required**	*Request for Qualifications	*Publish RFQ *must evaluate on performance and qualifications *Negotiate contract	RCW 39.80
All other Personal Services All other Professional Services **Note: Contract Required if ≥ $10,000**	*No State Law Required Process *Mayor may require competitive pricing	*No State Law Required Process	

APPENDIX B
PROCUREMENT REQUIREMENTS WHEN USING FEDERAL FUNDS

PROCUREMENT METHOD	**GOODS**	**SERVICES**
Micro-Purchase: No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute equitably among suppliers	**Must use** more restrictive $10,000 federal threshold ($2,000 in the case of acquisition for construction subject to Davis Bacon Act)	**Must use** more restrictive $10,000 federal threshold ($2,000 in the case of acquisition for construction subject to Davis Bacon Act)
Small Purchase Procedures (Informal): Obtain/document quotes from a reasonable number of qualified sources (at least three)	≤ $250,000 (non-Public Works) ≤ $75,500 (single-trade PW) ≤ $150,000 (multi-trade PW) **Must use** more restrictive threshold of City instead of $250,000 Federal	≤ $250,000 (non-Public Works) ≤ $75,500 (single-trade PW) ≤ $150,000 (multi-trade PW) **Must use** more restrictive threshold of City instead of $250,000 Federal
Sealed Bids / Competitive Bids (Formal)	≥ $250,000 (non-Public Works) ≥ $75,500 (single-trade PW) ≥ $150,000 (multi-trade PW) **Must use** more restrictive threshold of City instead of $250,000 Federal	≥ $250,000 (non-Public Works) ≥ $75,500 (single-trade PW) ≥ $150,000 (multi-trade PW) **Must use** more restrictive threshold of City instead of $250,000 Federal
Competitive Proposals	Used when conditions are not appropriate for the use of sealed bids: * Must publicize RFP soliciting from an adequate number of qualified sources * Maintain written method for conducting technical evaluations * Contract must be awarded to the responsible firm whose proposal is most advantageous to the program	
Non-Competitive Proposals	Appropriate only when: * Available only from a single source; or * Public emergency; and * Expressly authorized by awarding or pass-through agency in respons to written request from the City of Clarkston: or After soliciting a number of sources, competition is deemed inadequate	

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May 12, 2025

NARCOTIC DETECTION DOG PROPOSAL
Clarkston (WA) Police Department

1) One Trained Narcotic Detection Dog (Labrador Retriever) $ 9500

2) 200 Hour Narcotic Detection Dog Handler Class $ 6500

**** Accommodation, travel to Custer and meals not included ****

Dogs: Pacific Coast K9 agrees to provide one fully trained narcotic detection dog to the Clarkston (WA) Police Department (hereafter referred to as the "Buyer"). The dog will also have basic obedience training. If the Buyer selects a class with the dog, Pacific Coast K9 will provide two fully trained detection dogs for the class. This will allow the handler maximum "leash time" with a dog. It will also allow them to select the dog they prefer. At the end of the training class, the Buyer will select the dog they wish to purchase, and the other dog will be retained by Pacific Coast K9.

Training: The training consists of a 200-hour handler class with Ken Pavlick or alternate Pacific Coast K9 trainer, comprised of both classroom and practical instruction, for one dog handler. Hours each day are flexible - day or evening schedule. Training will occur in a variety of sites realistic for the department's work environment (e.g. buildings, passenger vehicles, trucks, schools, residences).

Guarantee: The dog will have a one-year health guarantee against any genetic health defects (does not include injury caused by accidental means, human error, etc.) Hip x-rays and shot records will be provided. The dog will have a six-month working ability guarantee (training records must be maintained, problems documented and discussed with Pacific Coast K9 as they arise). The Buyer will compensate Pacific Coast K9 for the serious injury or death or any dog (caused by negligence) during the training period.

Follow-up: Pacific Coast K9 staff will be available by telephone and email to assist with any possible training and deployment issues that may arise with the new team.