

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, NOVEMBER 26, 2012**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
November 13, 2012 Regular Meeting**

- 5. COMMUNICATIONS:**
 - A. From the Public** (Please limit comments to 3 minutes)
 - B. From the Mayor**
 - C. From Staff or Employees**

- 6. COMMITTEE REPORTS:**
 - A. Finance – Audit Report on Current Bills**
 - B. Public Safety – 11/20**
 - C. Public Works – 11/21**
 - D. Administrative/Intergovernmental –**
 - E. Community Development – no meeting**

- 7. PUBLIC HEARING:
Public Hearing for 2013 Budget**

- 8. UNFINISHED BUSINESS:**

- 9. NEW BUSINESS:**
 - A. Resolution No. 2012-11, Amend Stormwater Interlocal Agreement**
 - B. Resolution No. 2012-12, Property Tax Levy**
 - C. Ordinance No. 1507, Sewer/Stormwater Rates, 1st Reading**
 - D. Ordinance No. 1508, Sanitation Rates, 1st Reading**
 - E. Engineering Agreement 12th St Improvements, Riedesel Engineering (PW)**

- 10. COUNCIL COMMENTS**
- 11. MEDIA QUESTIONS**
- 12. 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.

CLARKSTON CITY COUNCIL MINUTES
November 13, 2012

CALL TO ORDER: Mayor Warren, 7:00 P.M.

COUNCIL:

<input checked="" type="checkbox"/> Beadles	<input checked="" type="checkbox"/> Nash
<input checked="" type="checkbox"/> Provost	<input checked="" type="checkbox"/> Baumberger
<input checked="" type="checkbox"/> Smith	<input checked="" type="checkbox"/> Blackmon
<input checked="" type="checkbox"/> Manchester	

STAFF:

<input checked="" type="checkbox"/> Chief Hastings	<input checked="" type="checkbox"/> Chief Cooper	<input checked="" type="checkbox"/> PWD Martin
<input checked="" type="checkbox"/> Clerk Storey	<input checked="" type="checkbox"/> City Attorney Grow	

AGENDA CHANGES:

APPROVAL OF MINUTES: MOTION BY BEADLES/NASH to approve the minutes of the October 22, 2012, Regular Meeting. Motion carried.

COMMUNICATIONS:

A. From the Public

Bernard McCabe, 1330 10th Street, commended the work being done on Highland. He said it seems the needs of the public are being considered. He also commended Todd Richardson for his handling of a case involving McCabe.

B. From the Mayor

C. From Staff

Chief Cooper thanked the residents of Clarkston for their support of the EMS levy which was approved by more than 72% of the votes. Chief Cooper gave some information about the City's ambulance service and the qualifications of the staff and statistics regarding the services provided.

COMMITTEE REPORTS:

Finance Committee:

Councilmember Provost reported all bills have been audited and approved. MOTION BY PROVOST/BEADLES to authorize payment of the bills, total expenditures for November 13, 2012 of \$740,342.28. Motion carried.

Public Safety: Councilmember Beadles reported Chief Cooper met with neighboring departments about radio channel assignments. The annual Fire Prevention safety program has been completed.

Committee Beadles said committee discussed a letter received from Mayor Poole of Lewiston regarding Lewiston providing ambulance service for Clarkston. MOTION BY BEADLES/BAUMBERGER to send a reply to Lewiston saying that Clarkston is satisfied with the service we are providing to our residents at this time.

Chief Hastings reported the annual 6th Street Trick or Treat event was well attended. The Christmas parade will be on December 1. A radio repeater is being installed at the WalMart location to help with better communication coverage.

Public Works Committee: Councilmember Nash said the committee had two topics, both of which are on the agenda.

Admin Committee: Councilmember Manchester said there was no meeting, but a new meeting

time needs to be set.

Community Development: Councilmember Beadles said that the committee discussed three inquiries the City received – one about additional handicap accessible fishing ramps; one about providing a home for unwed mothers; and one about developing a dog park. Beadles suggested that a copy of the committee meetings be sent to each person. MOTION BY BEADLES.SMITH to send a copy of the minutes to each individual. Motion carried.

PUBLIC HEARING:

Public Hearing on Revenue Sources for 2013 Budget & Consideration of Property Tax Increase

Mayor Warren opened the public hearing at 7:20 p.m. Clerk Storey reviewed the 2013 anticipated General Fund revenues compared to the 2012 estimates. She said that while it appears that 2013 will generate about \$100,000 in additional revenue, it is due to the new FEMA grant which is being used to hire two additional firefighters. Most other revenue sources are being planned flat with a decrease in state entitlements due to the liquor revenue the state has taken away. Storey said that the preliminary budget includes a 1% increase in property tax, which council will need to decide to impose or not.

Bernie McCabe, 1330 10th St, asked about the property tax increase. Storey replied that each taxing entity can make a decision on whether to take an increase. The City currently splits property tax between General Fund and Street Fund, 60/40.

Mayor Warren closed the hearing at 7:25 p.m.

UNFINISHED BUSINESS:

NEW BUSINESS

A. Budget Request – Hells Canyon Visitor Bureau, Michelle Peters

Michelle Peters requested funding for the HCVB. She is requesting \$75,000, the same as this year. Peters said her office has been relocated to 847 Port Way. Signs have been put up to direct visitors to the office. Peters provided a packet of information to council last week. Peters said the state no longer has a tourism department. Asotin County has 716 jobs in the Leisure and Hospitality sector in 2011. Peters said that website visits are up 40% over the previous year.

Councilmember Nash thanked Peters for working within the budget allowed by the city. Councilmember Provost asked where the web visits are from. Peters said they do have stats and the majority of inquiries are from the Spokane area.

B. Budget Request – Chamber of Commerce, Kristen Kemak

Kristen Kemak requested funding on behalf of the Chamber. She thanked the council for past support. The Chamber has reduced their original funding request to \$14,000. The Chamber plays a supporting role in the tourism arena. The Chamber would use funding for a visitor center and to provide response to inquiries. The Chamber partners with HCVB to promote tourism in the valley.

Councilmember Nash asked how much the Lodging Tax generates. Clerk Storey said this year we anticipate \$78,000 and the same is planned for next year.

C. Recommendation on Property Tax Levy for 2013

Clerk Storey gave a recap of the property tax rates and asked council for direction.

Councilmember Provost commented that in the past the city has forgone the 1% allowable increase for several years. That seems good on the surface, but in the long run it puts the city behind in their ability to maintain services. Councilmember Beadles agreed that the city should opt in for the 1% increase. Councilmember Nash said he wants to be careful with the citizens needs also because everyone's budgets are strained.

MOTION BY BEADLES/BLACKMON to prepare a resolution to adopt the property tax levy with a 1% increase for the next meeting. Motion carried; 6-1, Smith opposed.

D. Contract for Punch List Items on Public Safety Building, S & S Contractors

PWD Martin explained that the city is trying to get the public safety building finished so the project can be closed out. The city received a quote for the remaining two items on the punch list from S&S Contractors for \$2,257.50. MOTION BY BEADLES/NASH to approve the agreement. Nash asked where the money would come from. Storey said we are still holding funds and would prepare a deductive change order for the cost. Motion carried.

E. Discussion of Stormwater Program

PWD Martin said he supplied information previously regarding the proposed stormwater budget and the hiring of staff to perform maintenance. The proposal is to reduce the ERU rate from \$5.00 to \$4.00, which will run the program and still allow for the funding of the capital reserve fund. He asked council for direction to prepare a resolution to move forward with the proposed changes. Beadles said he would like to see the city move forward with the agreement. Nash said he has had some citizens complain about leaves covering the storm drains and hopes this plan will help.

Cheryl Sonnen said that Asotin County is having a public hearing next week on changing the fees. They hope to have all the resolutions in place by the 26th. City of Asotin has already approved the changes.

MOTION BY PROVOST/BEADLES to bring a resolution adopting the revised Interlocal and increasing the city's stormwater forward at the next meeting. Motion carried; 5-1-1; Smith opposed, Baumberger abstained.

COUNCIL COMMENTS:

Councilmember Beadles commented that he is on the County Lodging Tax Committee. He said he is impressed with the information Michelle has provided and the visitor booklet.

Councilmember Nash asked for clarification of the Lodging Tax. Storey said our revenue is about \$78,000 and funding requests are \$90,000. The difference comes from interest earnings and the capital from the sale of the convention center.

MEDIA QUESTIONS:

EXECUTIVE SESSION: Litigation and Personnel

Council adjourned to executive session at 7:52 p.m. Session is expected to last about 20 minutes with no decisions as a result of the session. The first five minutes will be devoted to litigation and 15 minutes will be allowed for Bernie McCabe to bring a personnel related complaint. Council came out of executive session at 8:22 p.m.

ADJOURNMENT:

Meeting adjourned at 8:22 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

Total Fund Expenditures 11/13/12	CK#52285-52383	\$477,162.86
Total Payroll, 10/31/12	CK #52227-52284	\$263,179.42

2013 PRELIMINARY BUDGET TOTALS BY FUND

FUND	DESCRIPTION	BEG BAL	REVENUES	EXPENDITURES	END BAL
Column1	Column2	Column3	Column4	Column5	Column6
001	CURRENT EXPENSE	\$891,282	\$3,862,050	\$4,124,630	\$628,702
004	CE RESERVE	\$473,431	\$51,000	\$0	\$524,431
006	EMP BENEFIT RESERVE	\$89,104	\$300	\$0	\$89,404
007	COMMUNITY ENHANCEMENT	\$35,845	\$200	\$0	\$36,045
010	NATIONAL NIGHT OUT	\$3,661	\$500	\$1,100	\$3,061
011	VICTIM'S RIGHTS	\$41,969	\$5,100	\$4,000	\$43,069
016	VEHICLE REPLACEMENT	\$246,365	\$120,500	\$31,500	\$335,365
017	D A R E	\$10,900	\$1,600	\$4,750	\$7,750
037	CDBG	\$44,462	\$0	\$25,100	\$19,362
102	RESCUE ONE	\$6,430	\$2,550	\$3,500	\$5,480
103	STREET FUND	\$13,672	\$1,043,900	\$1,326,620	(\$269,048)
105	STREET RESERVE	\$156,192	\$100	\$0	\$156,292
108	DRUG ENFORCEMENT	\$57,396	\$4,150	\$13,000	\$48,546
130	CONVENTION CENTER	\$532,063	\$79,200	\$90,500	\$520,763

2013 PRELIMINARY BUDGET TOTALS BY FUND

FUND	DESCRIPTION	BEG BAL	REVENUES	EXPENDITURES	END BAL
202	MUNICIPAL CAP IMPRV	\$39,298	\$35,300	\$0	\$74,598
400	SEWER O&M	\$534,130	\$1,472,000	\$1,311,830	\$694,300
401	SEWER EQUIP RSRV	\$35,211	\$20,100	\$0	\$55,311
402	SEWER LINE RESERVE	\$472,508	\$21,000	\$0	\$493,508
403	SEWER CAPITAL REPLC	\$20,769	\$20,050	\$0	\$40,819
404	SEWER RESERVE	\$110,704	\$500	\$0	\$111,204
405	WWTP CONSTRUCTION	\$1,767,278	\$10,802,000	\$10,361,400	\$2,207,878
406	SEWER REVENUE BOND	\$139,421	\$137,300	\$135,400	\$141,321
407	PWTF LOAN	\$22,802	\$25,000	\$30,000	\$17,802
408	SRF LOAN	\$40,907	\$82,800	\$64,925	\$58,782
409	STORMWATER	\$24,547	\$572,636	\$580,070	\$17,113
410	SANITATION O&M	\$229,916	\$1,015,500	\$1,549,795	(\$304,379)
411	SANITATION EQUIP RSRV	\$155,638	\$20,200	\$0	\$175,838
420	EMS / AMBULANCE	\$34,262	\$1,067,000	\$1,068,095	\$33,167
421	EMS CAP RESERVE	\$38,384	\$9,050	\$0	\$47,434
TOTALS		\$6,268,547	\$20,471,586	\$20,726,215	\$6,013,918

Resolution 2012-11

A RESOLUTION AMENDING THE INTERLOCAL COOPERATION AGREEMENT BETWEEN ASOTIN COUNTY, CITY OF ASOTIN AND CITY OF CLARKSTON FOR STORM SEWER AND SURFACE WATER MANAGEMENT PUBLIC UTILITY

WHEREAS: An interlocal agreement was entered into in September, 2010 between the cities of Clarkston and Asotin and the County of Asotin to provide for cooperative actions to comply with the National Pollutant Discharge Elimination System; and

WHEREAS: The agreement provided for a \$5.00 per equivalent residential unit (ERU) charge to fund the utility, provided that the cities could bill one third of their billing costs to the stormwater utility, and provided for a single six year capital plan; and

WHEREAS: Since implementing the program, review has shown that reduction of the cost to \$4.00 per ERU per month will provide adequate funding, that charging one-third of the billing costs of both cities to the stormwater fund was higher than necessary to perform the tasks, and that each entity should prepare a six year capital plan for it's elected officials to review and adopt; and

WHEREAS: The Clarkston City Council desires to amend the Interlocal Agreement to lower the stormwater ERU, lower the costs of billing, and consider a 6 year capital plan for the County's stormwater program.

THEREFORE be it RESOLVED: the interlocal agreement will be revised to lower the per month ERU cost from \$5.00 to \$4.00, the billing charged to the storm water fund will be calculated as an incremental cost, and that each entity will create it's own six year capital plan;

The effective date of this resolution shall be January 1, 2013.

The provisions of this Resolution are severable, and if any portion is found to be unenforceable, the remainder of the Resolution shall not be affected.

Adopted by the Clarkston City Council on November 26, 2012

Attest:

Kathleen A. Warren
Mayor

Vickie Storey, Clerk/Treasurer
Date:

Approved as to Form:

James Grow,
City Attorney

RESOLUTION NO. 2012-12

A RESOLUTION OF THE CITY OF CLARKSTON, WASHINGTON, SETTING THE PROPERTY TAX LEVY FOR 2013.

WHEREAS, the City Council of the City of Clarkston has met and considered its budget for the calendar year 2013; and

WHEREAS, the districts actual levy amount from the previous year was \$868,059; and

WHEREAS, the population of this district is less than 10,000

BE IT HEREBY RESOLVED by the City Council of the City of Clarkston, Washington that an increase is hereby authorized for the levy to be collected in the 2013 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$8,680.00, which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this 26th day of November, 2012.

Kathleen A. Warren, Mayor

ATTEST:

Vickie Storey, City Clerk

LEVY CERTIFICATION

In accordance with RCW 84.52.020, I, Vickie Storey, Clerk/Treasurer for the City of Clarkston, do hereby certify to the Asotin County legislative authority that the Council of said district requests that the following levy amounts be collected in 2013 as provided in the district's budget, which was adopted at a public hearing held on November 13, 2012.

2013 Levy	\$876,119
New Const (estimate)	\$12,913
State Utilities (estimate)	\$3,000

Regular Levy: \$892,032

Excess (EMS) Levy \$511,800

Signature: _____
 Vickie Storey, Clerk/Treasurer

Date: _____

ORDINANCE NO. 1507

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 14.06.060, WHICH ESTABLISHES RATES FOR SANITARY SEWER COLLECTION AND DISPOSAL

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1.0

Clarkston Municipal Code Chapter 14.06 is hereby amended as follows:

14.06.060 Rates – Sanitary Sewer.

(a) The city council shall establish, by ordinance, rates for sewer service as provided in RCW 35.67.190.

(b) The following rates are hereby established, effective January 1, 2013:

Classification	Monthly Base Charge	Monthly Sewer Charge per 100 Cubic Feet of Water Consumed	Average Monthly Rate by Classification
Residential	\$9.75	\$2.05	\$23.96
Commercial	\$18.75	\$2.05	\$62.14

(c) The following accounts shall be billed at a rate equivalent to the monthly average for their classification:

1. Greenhouses
2. Concrete Processing Plants
3. Schools (in the months of July and August only)
4. Accounts not connected to the public water system.

(d) Automatic car washes shall be charged three (3) times the commercial average.

(e) Unmetered gas station/mini-mart/laundromat/car washes shall be charged seven (7) times the commercial average.

(f) Properties outside the corporate limits that have not fully participated in a City ULID shall have a rate 50% greater than the rate charged for similar service inside the City's corporate limits.

14.06.070 Rates –Storm and surface water.

Storm and surface water utility rates shall be based on a commonly accepted rate unit for surface water utilities, the equivalent residential unit (ERU). The ERU is used to relate a base rate fee charged to a single-family residential parcel to that which is charged to a non-residential parcel. The ERU is determined by using the current best available method, for verification purposes of a representative sample of single-family residences within the city limits and/or utilizing civil design and construction plans or record drawings. Using this methodology, the Public Works director shall determine the amount of impervious surface area on each nonresidential parcel. The city's standard ERU amount is 3,700 square feet of impervious surface area. The specific ERU calculation for each non-residential parcel will be established for each such parcel as the impervious surface information becomes available for such parcel, and will be calculated in accordance with the following table:

Classification	Monthly Rate
Residential	\$4.00 per parcel
Duplex, Triplex, Four-plex	\$1.75 x number of residential units
Non-residential	\$4.00 per ERU

SECTION 2.0

This ordinance shall be in full force and effect as of January 1, 2013 upon the signing hereof by the Mayor, authentication by the City Clerk and publication as required by law.

DATED this 10th day of December, 2012.

Kathleen A. Warren, Mayor

Authenticated:

Vickie Storey, City Clerk

ORDINANCE NO. 1508

AN ORDINANCE AMENDING CLARKSTON MUNICIPAL CODE CHAPTER 14.18, WHICH ESTABLISHES REGULATIONS FOR GARBAGE COLLECTION

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLARKSTON, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1.0

Clarkston Municipal Code Chapter 7.06 is hereby amended as follows:

14.18.060 Rates.

1. The city council shall establish, by ordinance, rates for sanitation service as provided in RCW 35.92.020.

2. The following rates are hereby established, effective January 1, 2013:

(a) The following charges shall apply to properties using containers not larger than 34 gallons that are serviced once per week. The following rates shall also permit the pickup of yard waste (grass clippings, vegetation, and leaves) that is placed in a City provided 96-gallon mobile cart. The 96-gallon yard waste container is numbered and owned by the City and will be assigned to the property address by that number. The property owner shall be responsible for damages to the cart caused by misuse or neglect. Multi-unit residential properties larger than a four-plex, commercial properties with the exception of churches (and only upon written request to the City), and persons providing lawn care service for a fee, as evidenced by a city business license, are not subject to the City's yardwaste program.

Classification	One Container	Each Additional 33-Gallon Container	Each Additional Yard Waste Container
Residential	\$13.90	\$4.41	\$6.07
Multi-Residential -Per unit	\$13.90	\$4.41	\$6.07
Commercial	\$15.36	\$6.07	N/A
Churches w/yardwaste	\$17.01	\$6.07	\$6.31

(b) Dumpster Charges – All accounts using bins of one cubic yard or greater shall be charged according to the following schedule:

SANITATION RATES-DUMPSTERS							
	CHARGE	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK	XTRA P.U.
1 CY	\$33.90	\$67.80	\$101.70	\$135.60	\$169.50	\$203.40	\$7.85
1.5 CY	\$50.90	\$101.80	\$152.70	\$203.60	\$254.50	\$305.40	\$11.75
2 CY	\$67.85	\$135.70	\$203.55	\$271.40	\$339.25	\$407.10	\$15.70
3 CY	\$101.75	\$203.50	\$305.25	\$407.00	\$508.75	\$610.50	\$23.50
4 CY	\$135.65	\$271.30	\$406.95	\$542.60	\$678.25	\$813.90	\$31.35
5 CY	\$169.60	\$339.20	\$508.80	\$678.40	\$848.00	\$1,017.60	\$39.15
6 CY	\$203.50	\$407.00	\$610.50	\$814.00	\$1,017.50	\$1,221.00	\$47.00
10 CY	\$339.15	\$678.30	\$1,017.45	\$1,356.60	\$1,695.75	\$2,034.90	\$78.30

3. Standby Charges. A service standby charge shall be assessed on the following schedule:

Classification	Standby Charge
Residential	\$5.00
Commercial	\$10.00

Service standby charges shall be suspended after sixty (60) days of vacancy.

4. Non-resident Charges. All accounts located outside Clarkston's city limits shall be charges at a rate of 50% greater than charges for identical service within the city limits.

5. Fees for Transporting Roll-off Containers. The charges for pickup and dumping of commercial roll-off units shall be:

Classification	Charges
Compaction Units	\$175.00 per trip
Demolition Units	\$175.00 per trip
Rent for 20 yd. Roll-off	\$35.00 per week
Rent for containers up to 5 c.yd.	\$25.00 per month
Tipping fees	Actual based on weight tickets

6. No later than November of each year the City Council shall review the rates for all classifications of service and adjust the rates as necessary to ensure that operating expenses of the utility are met. Rate changes shall be set by ordinance and become effective on January 1 of each year.

SECTION 2.0

This ordinance shall be in full force and effect as of January 1, 2013 upon the signing hereof by the Mayor, authentication by the City Clerk and publication as required by law.

DATED this 10th day of December, 2012.

Kathleen A. Warren, Mayor

Authenticated:

Vickie Storey, City Clerk

CITY OF CLARKSTON
AGREEMENT FOR PLANNING and ENGINEERING SERVICES

12th Street, Chestnut to Highland Ave.
TIB 8-4-170(007)-01

THIS AGREEMENT made and entered into this ____ day of _____, 2012, by and between the City of Clarkston, hereinafter called the OWNER and Riedesel Engineering, Inc., 77 Southway, Suite C, Lewiston, ID 83501, hereinafter referred to as the ENGINEER.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties hereinafter contained, the parties hereto mutually agree as follows:

The work of this Agreement is for the following project:

PROJECT NAME: 12th Street, Chestnut to Highland Ave.

hereinafter referred to as the PROJECT, and the ENGINEER agrees to perform or furnish the various professional services stipulated in this Agreement for the planning and engineering services for said PROJECT.

SUB-CONSULTANTS

The OWNER approves the Consultant's utilization of Strata, Inc., a sub-consultant for geotechnical engineering.

The ENGINEER shall have sole responsibility for the management, direction, and control of each Sub-consultant and shall be responsible and liable to the OWNER for the satisfactory performance and quality of work performed by Sub-consultant under the terms and conditions of this Agreement. The ENGINEER shall include all the applicable terms and conditions of this Agreement in each Sub-consultant Agreement between the Consultant and Sub-consultant.

WITNESSETH:

For and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

ARTICLE 1
ENGINEERING SERVICES

1.01 BASIC SERVICES

The ENGINEER agrees to perform or furnish professional engineering services in connection with the PROJECT, including normal planning and engineering services related thereto, as outlined in the Exhibit A and as set forth below and contained within this document.

Exhibit A– Scope of Services

1.02 ADDITIONAL SERVICES

When authorized in writing by the owner, the ENGINEER agrees to furnish or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement.

(1) Services as required due to changes in the scope of the PROJECT or its design, including but not limited to, changes in size, complexity or schedule.

(2) Revising studies, reports, design documents or drawings which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the ENGINEER.

(3) Provide services as an expert witness for the OWNER in connection with litigation or other proceedings involving the PROJECT.

(4) Provide services with condemnation action for the OWNER in connection with land acquisition for the PROJECT.

(5) Provide relocation services or relocation plans for the OWNER in connection with land acquisition for the PROJECT.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 OWNER'S RESPONSIBILITIES

The OWNER shall:

(1) Provide copies of all pertinent data including statistics, plans, and studies, on file for the City as outlined in the Scope of Services Exhibit A.

(2) This Agreement shall be administered by Jim Martin, Public Works Director, 829 5th Street, Clarkston, WA 99403; or an authorized representative. The Agreement Administrator will administer this Agreement for performance and payment and will decide all questions, which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The ENGINEER shall address all correspondence, make all requests, and deliver all documents to the Agreement Administrator.

(3) Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.

(4) Furnish permits and approvals from all governmental authorities having jurisdiction over this PROJECT and from others as may be necessary for completion of the PROJECT.

(5) Provide legal, title insurance, deeds, accounting, and insurance counseling services necessary for the PROJECT, legal review of the Contract Documents, and such auditing services as the OWNER may require to account for the expenditure of funds.

(6) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(7) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

(8) It is the OWNER's responsibility to provide information that would normally come from the OWNER, however, the ENGINEER shall request from the OWNER the necessary information.

(9) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement.

(10) Compensate the ENGINEER for services rendered under this Agreement.

ARTICLE 3
COMPENSATION FOR ENGINEERING SERVICES

3.01 BASIC SERVICES COMPENSATION

The ENGINEER shall provide services in connection with the terms and conditions of this Agreement and the OWNER shall compensate the ENGINEER therefore as follows:

Design Plans and Specifications

The OWNER shall compensate the ENGINEER for Task 1, Design Plans and Specifications, as described in Exhibit A – Scope of Services, on the basis of a lump sum amount of Thirty-Eight Thousand, Five Hundred Fifty Dollars and Zero Cents (\$38,550.00).

The OWNER shall compensate the ENGINEER for Task 2, Bidding, as described in Exhibit A – Scope of Services, on the basis of a lump sum amount of Four Thousand, Six Hundred Seventy Five Dollars and Zero Cents (\$4,675.00).

The OWNER shall compensate the ENGINEER for Task 3, Construction Management, as described in Exhibit A – Scope of Services, on a time a materials basis with a not to exceed amount of Twenty-Nine Thousand Two Hundred Eighty Three Dollars and Zero Cents (\$29,283.00). This amount will not be exceeded without prior written approval.

Partial Payment shall be made monthly for the services performed as the work under this Agreement progresses, based on the percentage of completion to the total cost of the fully completed work.

3.02 ADDITIONAL SERVICES

In addition to any and all compensation stipulated hereinabove, the OWNER shall compensate the ENGINEER for Additional Services, Section 1.02, under a separate written agreement. These Additional Services are to be performed or furnished by the ENGINEER only upon written authorization by the OWNER.

3.03 COMPENSATION ADJUSTMENT

It is agreed by the parties hereto that the lump sum amount, as shown in Section 3.01(1), has been calculated on the stipulation that the owner will authorize the ENGINEER to proceed with all of these above said services within one (1) calendar year from the date of this Agreement. It is also agreed that the costs of those services, in whole or in part, that have not been authorized by the OWNER for performance by the ENGINEER within said calendar year shall be adjusted to allow for changes in cost of services, and said adjustment shall be in relation to the ratio of the Department of labor national Average Cost of Living Index. The ratio to be used shall be that of the Cost of Living Index over the previous twelve (12) months. Should notice to proceed with any of the above Sections exceed two and one-half (2 ½) years, those contract amounts shall be renegotiated by mutual consent of the OWNER and ENGINEER.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The OWNER and ENGINEER further agree that:

(1) Progress payments shall be made in proportion to services rendered as indicated within this Agreement and shall be due and owing within thirty (30) days of the ENGINEER's submittal of his monthly statement. The ENGINEER will submit a status report to accompany his monthly statement.

(2) If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.

(3) If the PROJECT is delayed or if the ENGINEER's services for the PROJECT are delayed or suspended for more than three (3) months for reasons beyond the ENGINEER's control or beyond the OWNER's control, the ENGINEER or the OWNER, after giving seven (7) days written notice, may terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained hereafter in this Agreement.

ARTICLE 4 GENERAL PROVISIONS

4.01 REUSE OF DOCUMENTS

All documents including reports, drawings and electronic files prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are the property of the OWNER. ENGINEER may make and retain copies for information and reference. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

4.02 DELEGATION OF DUTIES

Neither the OWNER nor the ENGINEER shall delegate, assign, sublet or transfer his duties under this Agreement without the written consent of the other.

4.03 TERMINATION

The OWNER reserves the right to terminate this Agreement at any time, upon written notice should any of the following events occur:

- (1) Upon the completion of any phase of this Agreement.

(2) If the Project is abandoned or indefinitely postponed.

(3) If the ENGINEER's services are, in the judgment of the OWNER, unsatisfactory.

(4) If the ENGINEER fails to prosecute the work with due diligence or fails to complete the work within the time limits specified herein or as subsequently extended.

Except upon voluntary abandonment of the PROJECT by the ENGINEER, in the event the OWNER terminates this Agreement, the OWNER shall be obligated to pay the ENGINEER an amount equal in value to that of the services satisfactorily performed until the time of the termination.

4.04 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representation or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.

4.05 GENERAL

(1) Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all court costs and reasonable attorney fees incurred by the prevailing party shall be paid by the non-prevailing party.

(2) Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond control of the other or the other's employees or agents.

(3) In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions or covenants shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

(4) The ENGINEER shall render his services under this Agreement in accordance with generally accepted professional practices.

(5) Any opinions of the estimates Construction Cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee that such opinions will conform to actual bids received or actual costs to the OWNER.

(6) Any notices or other communications required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the OWNER at City of Clarkston, 829 5th Street, Clarkston, WA 99403, or to the ENGINEER 77 Southway, Suite C, Lewiston, Idaho 83501. Either party, the OWNER or the ENGINEER, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

ARTICLE 5 SPECIAL PROVISIONS

5.01 INSURANCE AND INDEMNITY

(1) ENGINEER's Insurance. The ENGINEER shall acquire and maintain statutory workman's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage with a combined single limit for property damage and liability of One Million Dollars (\$1,000,000.00). The ENGINEER shall acquire and maintain Professional Liability Insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

(2) INDEMNIFICATION: The ENGINEER shall hold the OWNER harmless from all liability, penalties, costs, losses, damages, expense, causes of action, claims, attorney fees or judgments arising from or in any way connected to the ENGINEER's negligent performance or failure to perform under this Contract. In the event a claim is made against the OWNER for any matters which are covered by this hold harmless agreement, the ENGINEER shall defend against any such claim, and the ENGINEER shall reimburse the OWNER for any cost or expense, including attorney fees which the OWNER may incur in defending against the claim. This hold harmless agreement shall apply to any act of omission, willful misconduct, or negligence, whether passive or active, on the part of the ENGINEER.

5.02 RESERVATIONS AND COMPLIANCE

(1) The OWNER or any of their duly authorized representatives shall have access to any books, documents, papers, and all other records which directly pertain to this PROJECT for the purpose of making audit, examination, excerpts, and transcriptions.

(2) The ENGINEER agrees to comply with Federal Executive Order No. 11246, entitled, "Equal Employment Opportunity", as supplemented in Department of Labor Regulations (41 CFR, Part 60) if this Agreement exceeds \$10,000; Section 103 and 107 of the Contract Work house and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5) if this Agreement

exceeds \$2,500; and all applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 if this Agreement exceeds \$100,000.

5.03 SUCCESSORS AND ASSIGNMENTS

(1) The OWNER and ENGINEER each bind themselves, their partners, successors, executors, administrators, and assigns to the other parties to this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

(2) This Agreement shall not be assigned without the written consent of the OWNER.

5.04 CERTIFICATION OF ENGINEER

The OWNER and ENGINEER hereby certify that the ENGINEER has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:

- (1) Employ or retain, or agree to employ or retain, any firm or persons; or
- (2) Pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

5.05 LIMIT OF LIABILITY

The OWNER agrees to limit the ENGINEER's liability to the OWNER, and to all construction Contractors or subcontractors on the PROJECT, due to the ENGINEER's negligent acts, errors, or omissions, such that the total aggregate liability of the ENGINEER to all those named shall not exceed Two hundred fifty thousand dollars (\$250,000.00).

IN WITNESS WHEREOF, the OWNER and the ENGINEER hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

City of Clarkston

ATTEST:

Name: _____

Name: _____

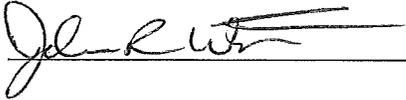
Title: _____

Title: _____

ENGINEER:

Riedesel Engineering, Inc.

ATTEST:

By:  _____

 _____

Name: John R. Watson

Title: Riedesel Regional Area Manager

Garrett M. Frei

EXHIBIT A
SCOPE OF WORK

CITY OF CLARKSTON

12th Street – Chestnut St. to Highland Ave.
TIB Project No. 8-4-170(007)-1

Project Description

This project will improve 12th Street between Chestnut Street and Highland Avenue (approximately ½ mile). The existing street asphalt pavement is showing signs of significant distress. There are also limited areas of sidewalk and curb and gutter repair. The existing pavement will be evaluated to determine the most beneficial repair. The project will also repair several sidewalk and curb sections, place sidewalk in two areas that do not currently have sidewalk, and construct ADA accessible ramps. The project is funded utilizing City dollars and a Washington State Transportation Improvement Board (TIB) grant. No federal funds are anticipated.

The bid documents will utilize the City of Clarkston's existing contract bid forms and WSDOT technical specifications. The City of Clarkston will administer the project. Riedesel Engineering, Inc. (Riedesel) will prepare the contract documents, plans and specifications for the project for bidding purposes. Riedesel will provide bidding and construction services, with the City providing project administration.

Following is a task item listing for the project:

Design Plans and Specifications

- 1.1 Cultural Resources. No Cultural Resources assessment is anticipated for this project.
- 1.2 Utility Research. Research utilities (power, gas, telephone, water, sewer) locations. Contact utility providers, obtain maps and review.
- 1.3 Obtain Existing Topography. A topographic survey of 12th Street will be completed. Surveyed areas will be to the back of sidewalk or apparent right of way. Sewer manhole rims, water valves, curb, gutter, surface utilities, catch basin rims/inverts, will be surveyed. Field data will be compiled.
- 1.4 Prepare Base Map. A base map showing the topographic features will be prepared via AutoCAD, based on the information from the reduced survey notes, utility information, and aerial ortho maps provided by the City. The base map will be prepared, showing the features of survey area, including utilities, curbs, surface features, etc.

- 1.5 Geotechnical Investigation. Coordinate with geotechnical subconsultant (Strata) to perform geotechnical exploration of representative areas (see attached scope of work). Review soils reports and technical information received from Strata.
- 1.6 Preliminary Concept Plan. Utilizing the base map, sketch in areas of curb and sidewalk repair and ADA ramps.
- 1.7 Pavement Evaluation & Design. Utilizing the soil and pavement section information gathered from Strata, evaluate up to three options for pavement rehabilitation. Calculate quantities and provide cost estimates for each option, including the concrete work identified in the Concept Plan.
- 1.8 Design Meeting. Meet with City staff to review the pavement rehabilitation options and related costs. Complete a field walk through to review repair areas identified on the Concept Plan. The outcome of the meeting will be direction on the preferred pavement rehabilitation option. Coordinate with TIB on the preferred option.
- 1.9 SEPA. Prepare the SEPA Environmental Checklist for the project and submit it to the City. The City will coordinate with Asotin County for the SEPA determination.
- 1.10 Alignments. Design horizontal and vertical alignments for the centerline of the street. Complete cross sections at 50 foot intervals.
- 1.11 ADA Ramps. Design ADA Ramp locations, elevations and slopes to meet current standards.
- 1.12 Plan Sheets. Prepare plan sheets for the construction of the roadway improvements. 11"x17" Plan sheets anticipated include:
 - a. Cover Sheet (1 sheet)
 - b. General Notes/Details/Typical Section (1 sheet)
 - c. Plan & Profile Sheets (5 sheets)
 - d. ADA Ramp Details (2 sheets)
 - e. Traffic Control Plan
- 1.13 Specifications/Bid Documents. Specifications and bid documents will be completed using the City's standard bid forms and WSDOT specifications, amendments, etc., as well as special provisions required for the project.
- 1.14 Bid Quantities, Schedule and Estimate. Calculate bid quantities based on the final design plans. Estimate costs for construction. Complete a preliminary construction schedule.

- 1.15 95% Review. Submit plans and specifications to the City for review. Complete edits per City comments, and compile and submit two hard copies and one electronic pdf copy of the plans and specifications to TIB and the City for review.
- 1.16 Design Submittal. Prepare the Bid Authorization Form and submit to the City for signature and submittal to TIB.
- 1.17 Final PS&E. Address comments obtained from the city and update the plans and specifications.
- 1.18 Project Management. Coordinate with the City and TIB regarding the proposed improvements throughout the design phase. Communicate with utilities and general project correspondence.

Phase 2 – Contract Bidding

- 2.1 Prepare twenty (20) sets of the Contract Documents for distribution to interested Contractors requesting documents for purposes of bidding. Distribute plan sets, keep a bidder's list, and distribute addendums, if needed.
- 2.2 Contact potential contractors and notify them of the project. Respond to contractor/supplier questions during the pre-bid period. Answer contractors' questions about the scope of the project.
- 2.3 Participate in the bid opening and review Contractors bid and the results. Coordinate with the owner throughout the bidding process. Prepare a bid tabulation and distribute.
- 2.4 Prepare the contracts for review and approval by the owner. Issue Notice of Award to successful contractor.
- 2.5 Issue Notice to Proceed to the contractor and give general assistance in contract award proceedings to the owner.
- 2.6 Manage the project and assist the owner in maintaining the project schedule, correspondence, and general requirements of the project.

(3) Phase 3 - Construction

The contractor will be required to provide the quality control testing. If needed, Riedesel will provide quality assurance testing to confirm the contractor's quality control as a supplement to the agreement.

- 3.1 Schedule and coordinate pre-construction conference to be held with the Engineer, Owners, Contractor, sub-contractors, and other interested parties prior to starting construction work.
- 3.2 Review the necessary documents submitted by the Contractor for compliance with the specifications given in the contract documents.
- 3.3 Construction Survey. Complete a construction survey for the project. It is assumed that the survey will consist of setting one set of blue tops grade stakes at the top centerline of the roadway base, at 50 foot intervals.
- 3.4 Riedesel will visit the site at intervals appropriate to the stage of construction, in order to observe the progress and quality of the Work completed by the Contractor, tracking quantities, and tracking the Contractor's quality control program. Full time on-site observation personnel is anticipated during paving operations. Part time on-site observation anticipated for concrete work and street base work, as needed. The estimated project inspection time is as follows:

Project Duration assumed at 30 working days. It is assumed that an inspector will be required for 6 hours per working day during concrete and preparation work and final cleanup. Two 10 hour days are estimated for paving work. The Engineer of Record will also visit sites periodically throughout construction (estimated 6 hours per week).
- 3.5 Prepare monthly pay estimates in the amount of payment due to the Contractor.
- 3.6 When the project has been completed and is ready for final acceptance, arrange for inspection of the finished work by the owner, Contractor, and engineer.
- 3.7 Correspond with the contractor, assemble final paperwork for final contractor payment and closeout.
- 3.8 Provide administration of the construction contract as provided in the General Conditions of the Contract Documents and Specifications. This includes correspondence, change orders, field orders, and other general management during construction.

CONSULTANT FEE DETERMINATION SUMMARY SHEET

Prepared By: Riedesel Engineering, Inc.

Project: 12th Street - Chestnut to Highland Project TIB Project No. 8-4-170(007)-1
 Client: City of Clarkston
 Date: 7/2/2012

PROJECT DESCRIPTION	Labor Hours								
	PRINC	P.M.	Engineer	Designer	Drafter	Survey Crew	SEC	TOTAL	
Task 1 - Design Plans and Specifications									
1.1 Cultural Resources								4.00	
1.2 Utility Research			4.00					-	
1.3 Topographic Survey								4.00	
1.4 Base Map				5.00		18.00		23.00	
1.5 Geotechnical Investigation			2.00		8.00			10.00	
1.6 Preliminary Concept Plan		2.00	6.00					8.00	
1.7 Pavement Evaluation			2.00		4.00			6.00	
1.8 Design Meetings		8.00	8.00					16.00	
1.9 SEPA		4.00	8.00					12.00	
1.10 Alignments		2.00	16.00					18.00	
1.11 ADA Ramps		1.00	2.00	8.00				11.00	
1.12 Plan Sheets		1.00	16.00	4.00				21.00	
1.13 Specifications/Bid Documents		8.00	24.00	8.00	120.00			160.00	
1.14 Quantities and Estimate		8.00	24.00				4.00	36.00	
1.15 95% Review		2.00	6.00		2.00			10.00	
1.16 Design Submittal		2.00	4.00		6.00			12.00	
1.17 Final PS&E		1.00	2.00					3.00	
1.18 Project Management		2.00	8.00		8.00		2.00	20.00	
			16.00	8.00				24.00	
Total	-	57.00	140.00	25.00	148.00	18.00	6.00	394.00	
								Task 1 Labor	35,675.00

PROJECT DESCRIPTION	Labor Hours								
	PRINC	P.M.	Engineer	Designer	Drafter	Survey Crew	SEC	TOTAL	
Task 2 - Bidding									
2.1 Contract Documents		4.00	4.00				8.00	16.00	
2.2 Contractor Liason		4.00	6.00					10.00	
2.3 Bid Opening		2.00	4.00					8.00	
2.4 Notice of Award/Contracts		1.00	2.00				2.00	4.00	
2.5 Notice to Proceed		2.00	2.00				1.00	4.00	
2.6 Project Management		4.00	2.00					6.00	
Total	-	17.00	20.00	-	-	-	11.00	48.00	
								Task 2 Labor	4,675.00

PROJECT DESCRIPTION	Labor Hours								
	PRINC	P.M.	Engineer	Technician	Drafter	Survey Crew	SEC	TOTAL	
Task 3 - Construction									
3.1 Pre-Construction Meeting		6.00	8.00	4.00				18.00	
3.2 Review Submittals			4.00	2.00				6.00	
3.3 Construction Survey						10.00		10.00	
3.4 Construction Observation		18.00	18.00	188.00				224.00	
3.5 Pay Estimates		2.00	4.00					6.00	
3.6 Final Inspection		4.00	8.00					12.00	
3.7 Final Paperwork		2.00	6.00					8.00	
3.8 Construction Administration		8.00	12.00					20.00	
Total	-	40.00	60.00	194.00	-	10.00	8.00	312.00	
								Task 3 Labor	29,150.00

Labor Cost Summary

Principal Engineer	-	Hrs.	@ \$/hr	150.00	= \$	-
Project Manager	114.00	Hrs.	@ \$/hr	140.00	= \$	15,960.00
Engineer	220.00	Hrs.	@ \$/hr	90.00	= \$	19,800.00
Designer/Technician	219.00	Hrs.	@ \$/hr	85.00	= \$	18,615.00
Drafter	148.00	Hrs.	@ \$/hr	70.00	= \$	10,360.00
Survey Crew	28.00	Hrs.	@ \$/hr	130.00	= \$	3,640.00
Secretary	25.00	Hrs.	@ \$/hr	45.00	= \$	1,125.00
Subtotal - Labor					= \$	<u>69,500.00</u>

Expenses

Auto Expense	150 Mi. @	\$0.555	/ Mile	= \$	83.25
Misc Expenses	1 LS @	\$50.000	LS	= \$	50.00
Meals	Ea @	\$10.000		= \$	0.00
Hotel	Ea @	\$70.000			0.00
Copies	Ea @	\$0.100			0.00
Prints	Ea @	\$2.00			0.00
Subconsultant - Strata Geotechnical (see Exhibit G)	1 LS @	\$2,875.000			<u>2,875.00</u>
	LS @				0.00
Subtotal - Expenses				= \$	<u>3,008.25</u>

Subtotal - Labor	\$	69,500.00
Subtotal - Expenses	\$	3,008.25
Estimated Project Cost	\$	<u>72,508.25</u>



A PROFESSIONAL SERVICES CORPORATION

Integrity from the Ground Up

Mr. John Watson, P.E.
Riedesel Engineering, Inc.
77 Southway Avenue #C
Lewiston, Idaho 83501

July 10, 2012
File: PUP12138

RE: **PROPOSAL**
Geotechnical Investigation
12th Street Pavement Reconstruction
Clarkston, Washington

Dear John:

Strata, A Professional Services Corporation (STRATA) is pleased to provide this proposal for a geotechnical investigation to support your design efforts on the upcoming 12th Street reconstruction project in Clarkston, Washington. Through our services, we will provide geotechnical engineering opinions and recommendations to assist project planning, design, and construction. STRATA has accomplished previous geotechnical exploration in the immediate project vicinity and we will use our knowledge to help guide our exploration approach. The following text describes our project understanding, proposed scope of services, anticipated schedule, and fee estimate.

PROJECT UNDERSTANDING

We understand the project will include reconstructing existing asphalt pavement surfaces along 12th Street between Highland and Chestnut Streets in Clarkston, Washington. The existing pavement section will be refurbished through one of various methods to be considered during design by Riedesel Engineering, Inc. These methods may include, but are not limited to patching and constructing an overlay, recycled asphalt base stabilization (RABS), or full depth reconstruction. The planned improvements will include minor curb and gutter repairs and approximately 300 linear feet of new sidewalk construction. No subsurface utility improvements will be accomplished as part of the planned improvements. Site grades will not be altered from the existing more than a few inches.

SCOPE OF SERVICES

We propose to perform the following geotechnical scope of services to assist project planning, design, and construction:

1. Review our existing subsurface exploration data within the immediate project vicinity to help guide our exploration approach and improve our site subsurface understanding.
2. Coordinate exploration with the Washington Utility Notification Center to help reduce the potential for damage to existing subsurface utilities associated with exploration. We will also coordinate exploration with the City of Clarkston to obtain a right of way (ROW) permit to accomplish exploration within public ROW.
3. Accomplish exploration via 3 borings extending 4 to 6.5 feet below the existing ground surface. We will accomplish exploration with a truck-mounted drill equipped with hollow-stem augers. We will visually describe, classify, and log soil encountered referencing the *Unified Soil Classification System* (USCS). We will also measure and record existing asphalt and pavement support aggregate thicknesses. We will obtain subsurface soil samples for transport to our laboratory. Groundwater, if encountered, will also be logged. Borings will be loosely backfilled with site cuttings and plugged at the surface with bentonite. Borings through existing asphalt will receive a cold asphalt patch at the

surface.

4. Accomplish laboratory testing referencing ASTM International (ASTM) procedures including but not limited to:
 - Natural Moisture Content
 - Grain Size Distribution
 - Atterberg Limits
 - Modified Proctor Density
5. Prepare and provide 3 copies of our geotechnical summary letter including laboratory test results and exploration logs. We will also provide 1 electronic copy of our letter for your use.

ANTICIPATED SCHEDULE AND ESTIMATED FEE

Based on our current schedule, we anticipate we can initiate exploration within 2 weeks of receiving authorization to proceed. Laboratory testing will be accomplished within 7 business days of competing exploration. Our geotechnical deliverable will be provided within 1 week after completing laboratory testing.

We will perform the services described above for a lump sum fee of \$2,875. Additional services beyond those described above will increase this fee. We will not exceed this amount without your prior written authorization. We will perform our services referencing the attached *General Conditions for Geotechnical Engineering Services*. To authorize our services, please review this proposal and the attached general conditions returning a signed copy for our records.

EVALUATION LIMITATIONS

The scope of services described above does not include site design for grading and drainage, stormwater management design, erosion sediment control design, environmental site assessment, hazardous substance evaluation, or any service not specifically outlined above. STRATA provides many additional services which could assist you in this project. If you require these services or any others we can provide, please contact us for a revised proposal.

We appreciate the opportunity to serve as your geotechnical consultant on this project. Please contact us if you have any questions regarding this proposal or the scope of services outlined above.

Sincerely,
STRATA



Andrew J. Abrams, P.E.
Project Engineer



Travis J. Wambeke, P.E.
Principal Engineer

AJAT/JW/mg

