



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, January 26, 2026
7:30 PM

Location

Castle Rock Senior Center
222 Second Ave SW
Castle Rock, WA 98611

AGENDA

To join this meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/201632365>

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1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Nikki Thompson
- Police Chief Charlie Worley
- Public Works Director Tyler Stone
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
 - 1. 2025 Committee and Departmental Appointments (page 3)
- CRCDA Representative

6. PUBLIC HEARINGS

7. CONSENT AGENDA

- a. December 8, 2025 Regular Council Meeting Minutes (page 4-7)
- b. January 12, 2026 Regular Council Meeting Minutes (page 8-10)
- c. Approve the December 2025 Open Period invoices as described in the Fund Transaction Summary Report in the amount of \$38,398.69. (page 11-12)

8. OLD BUSINESS

- a. Workshop that was previously scheduled for January 26, 2026 at 6:30 PM to continue discussion of the Castle Rock Library has been rescheduled for Monday, February 23, 2026 at 6:30 PM.

9. NEW BUSINESS

- a. Professional Services Agreement with Kimley-Horn to provide on-call planning services during 2026 on a time and materials basis, not to exceed \$130,000. (page 13-22)

- b. Ordinance No. 2026-01, an ordinance of the City of Castle Rock adopting a new Chapter 5.10, "Peddler and Solicitation Activities", of the Castle Rock Municipal Code (CRMC) to create soliciting licensing requirements, providing for severability, and establishing an effective date. (page 23-30)
- c. Resolution No. 2026-03, a resolution of the City Council of the City of Castle Rock adopting Purchasing Policies and Procedures. (page 31-54)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>1Q26</u>	<u>2Q26</u>	<u>3Q26</u>	<u>4Q26</u>
January 12	April 13	July 13	October 12
January 26	April 27	July 27	October 26
February 09	May 11	August 10	November 09
February 23	Tuesday, May 26	August 24	November 23
March 09	June 08	September 14	December 14
March 23	June 22	September 28	December 28

Non-Discrimination Statement: This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at https://www.ascr.usda.gov/sites/default/files/Complain_combined_6_8_12_508_0.pdf or at any USDA office, or call 866.632.9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Ave, SW, Stop 9410, Washington, DC 20250-9410 or email to program.intake@usda.gov or by fax (202) 690-7442.

Title VI: The City of Castle Rock ensures compliance with Title VI of the Civil Rights Act of 1964 and American Disabilities Act of 1990 by prohibiting discrimination against any person on the basis of race, color, national origin, sex or disabilities in the provision of benefits and services from its federal assisted programs and activities. If you need special accommodations to participate in this meeting, please contact Carie Cuttonaro at 360.274.8181 by 9:00 a.m. three days prior to the meeting.

City Council may add and take action on other items not listed on this Agenda.

2026 Committee and Departmental Appointments

Council Liaison to City Departments	
Law Enforcement	Lee Kessler
Court	
Finance	Roz de Greeve
Library	Ellen Rose
Parks/Public Works	Earl Queen

Committee Appointments	Appointed	Alternate
Mosquito Board	Paul Helenberg	
911 Authority Board	Charlie Worley	
Lower Columbia Community Action Council	Paul Helenberg	
Emergency Management Advisory Committee	Paul Helenberg	
Cowlitz Public Health Advisory Committee	Ellen Rose	
Cowlitz-Wahkiakum Council of Governments (CWCOG)	Paul Helenberg	Carie Cuttonaro
Regional Transportation Planning Organization (TAC)	Tyler Stone	
Southwest WA Regional Transportation Planning (SWRTPO)	Tyler Stone	
Regional Information Forum	Tyler Stone	
Cowlitz Economic Development Council	Paul Helenberg	
Watershed Management/Salmon Recovery Committee	Tyler Stone	
Regional Utility Board (2 Elected Reps)	Paul Helenberg Tyler Stone	
CDBG Home Rehab Committee	Ellen Rose	
Chamber of Commerce	Paul Helenberg	Tyler Stone
CARE Coalition	Charlie Worley	
Housing Advisory Committee	Ellen Rose	
Vulnerable Adult Task Force	Charlie Worley	
Public Information Officer (PIO)	Carie Cuttonaro	Tyler Stone
Audit Committee Members (3) Meetings - Ellen Rose, Earl Queen Signatures - Ellen Rose, Earl Queen, Roz de Greeve		

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:31 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Art Lee, Lee Kessler, Paul Simonsen, and Ellen Rose.

Staff present: Police Chief Charlie Worley, City Attorney Nikki Thompson, Public Works Director Dave Vorse, Assistant Public Works Director Tyler Stone, City Engineer Tom Gower, and Clerk-Treasurer Carie Cuttonaro.

c. Changes to Agenda

Added Oath of Office for Councilmember Kessler, renewing his elected term for 2026 through 2029.

2. COUNCILMEMBER INTERVIEWS & POSSIBLE APPOINTMENT

Tory King was not present. Rosamond de Greeve was present and provided her background.

Mayor Helenberg adjourned regular session at 7:38 PM to convene a 10-minute executive session for the following: to discuss the qualifications of an applicant/candidate for appointment to elective office (RCW 42.30.110(1)h)).

Executive session attendees: Mayor Helenberg, Councilmembers Lee, Kessler, Rose, and City Attorney Nikki Thompson. Councilmember Simonsen did not attend.

Mayor Helenberg closed the executive session at 7:48 PM and reconvened regular session at 7:48 PM.

Councilmember Kessler made a motion, seconded by Rose, to appoint Rosamond de Greeve to Councilmember Position #3. Motion carried by roll call vote. Councilmembers Lee, Kessler, and Rose voted 'Aye'. Councilmember Simonsen had not returned and therefore did not vote.

Clerk-Treasurer Carie Cuttonaro administered the Oath of Office to Rosamond de Greeve. Councilmember de Greeve took her position.

a. Tory King

b. Rosamond de Greeve

3. PROCLAMATIONS & PRESENTATIONS

a. Presentation to Councilmember Art Lee

Mayor Helenberg presented Councilmember Lee with a commemorative plaque and thanked him for his many years of service as a valuable councilmember.

b. Library Presentation

Public Works Director Dave Vorse presented. Washington State Librarian, Sara Jones, provided

additional information. Sue Fisker, a member of the Friends of the Library, also provided additional information.

An additional workshop is requested to be scheduled to continue the discussion regarding the Castle Rock Library. A workshop will be scheduled.

c. ***Added Item***

Clerk-Treasurer Carie Cuttonaro will administer the oath to the following newly elected official:

Council

Lee Kessler, Council Position No. 2

Term is four years, expiring December 2029.

Clerk-Treasurer Carie Cuttonaro administered the Oath of Office to Lee Kessler. Councilmember Kessler is renewing his term which will now expire December 2029.

4. CITIZEN COMMENTS - maximum 3 minutes

5. DEPARTMENT REPORTS

- City Attorney Nikki Thompson
- Police Chief Charlie Worley
- Public Works Director Dave Vorse / Asst Public Works Director Tyler Stone
WA State Department of Ecology "Outstanding Performance Award"
Assistant Public Works Director Tyler Stone gave a verbal report.
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro
Audit Status Update
Clerk-Treasurer Carie Cuttonaro gave a verbal report.

6. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
Mayor Helenberg gave a verbal report.
- CRCDA Representative

7. PUBLIC HEARINGS

8. CONSENT AGENDA

Councilmember Rose made a motion, seconded by Lee, to approve the Consent Agenda as presented. Motion carried by roll call vote. Councilmembers Lee, de Greeve, and Rose voted 'Aye'. Councilmember Kessler abstained. Councilmember Simonsen was absent.

- a. November 24, 2025 Regular Council Meeting Minutes

b. November 2025 invoices as described in the Fund Transaction Summary Report in the amount of \$590,235.98.

9. OLD BUSINESS

a. Ordinance No. 2025-17, an ordinance of the City of Castle Rock, Washington, repealing and replacing Chapter 8.20 "Junk, Refuse and Litter" of the Castle Rock Municipal Code (CRMC), on second reading.

Councilmember Kessler made a motion, seconded by Rose, to approve Ordinance No. 2025-17 on second reading. Motion carried by roll call vote. Councilmembers Lee, Kessler, de Greeve, and Rose voted 'Aye'. Councilmember Simonsen was absent.

b. Ordinance No. 2025-18, an ordinance repealing Castle Rock Municipal Code (CRMC) Title 9 "Public Peace, Morals and Welfare" and adopting a new Title 9A "Criminal Code" of the Municipal Code of the City of Castle Rock, Washington, on second reading.

Councilmember Kessler made a motion, seconded by de Greeve, to approve Ordinance No. 2025-18 on second reading. Motion carried by roll call vote. Councilmembers Lee, Kessler, de Greeve, and Rose voted 'Aye'. Councilmember Simonsen was absent.

c. Ordinance No. 2025-19, an ordinance adding Chapter 13.17 "Wastewater Discharge and Pretreatment" to Title 13 "Public Services" to the Municipal Code of the City of Castle Rock, Washington, on second reading.

Councilmember Kessler made a motion, seconded by Rose, to approve Ordinance No. 2025-19 on second reading. Motion carried by roll call vote. Councilmembers Lee, Kessler, de Greeve, and Rose voted 'Aye'. Councilmember Simonsen was absent.

d. Request to confirm approval of a Preliminary Plat Amendment for the River's Edge at the Landing Subdivision.

Councilmember Kessler made a motion, seconded by de Greeve, to confirm approval of a Preliminary Plat Amendment for the River's Edge at the Landing Subdivision. Motion carried by roll call vote. Councilmembers Lee, Kessler, de Greeve, and Rose voted 'Aye'. Councilmember Simonsen was absent.

10. NEW BUSINESS

a. Request to approve a grant agreement with the Transportation Improvement Board (TIB) for the Pleasant Hill Rd Reconstruction Project. Of the total project costs, the grant award is for 94.9993%, up to \$1,315,645. The 2026 Transportation Benefit District (TBD) budget includes the remaining project costs.

Councilmember Kessler made a motion, seconded by Rose, to approve the grant agreement with TIB for the Pleasant Hill Rd Reconstruction Project. Motion carried by roll call vote. Councilmembers Lee, Kessler, de Greeve, and Rose voted 'Aye'. Councilmember Simonsen was absent.

b. Ordinance No. 2025-07, an ordinance amending City of Castle Rock, Washington Municipal Code, Sections 13.06.045, 13.06.050, 13.06.060, and 13.06.110.

Councilmember Kessler made a motion, seconded by Rose, to approve Ordinance No. 2025-07. Motion carried by roll call vote. Councilmembers Lee, Kessler, de Greeve, and Rose voted 'Aye'. Councilmember Simonsen was absent.

11. OTHER BUSINESS

- a. Request to cancel the December 22, 2025 Regular Council Meeting.

Councilmember Kessler made a motion, seconded by de Greeve, to cancel the December 22, 2025 Regular Council Meeting. Motion carried by roll call vote. Councilmembers Lee, Kessler, de Greeve, and Rose voted 'Aye'. Councilmember Simonsen was absent.

12. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 8:48 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:30 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Oath of Office

Clerk-Treasurer Carie Cuttonaro administered the Oath of Office to Earl Queen.

1. Clerk-Treasurer Carie Cuttonaro will administer the oath to the following newly elected official:

Council

John Earl Queen, Council Position No. 1

Term is four years, expiring December 2029.

c. Roll Call

Councilmembers present: Earl Queen, Lee Kessler, Roz de Greeve, and Ellen Rose.

Staff present: Police Chief Charlie Worley, City Attorney Nikki Thompson, Public Works Director Tyler Stone, City Engineer Tom Gower, and Clerk-Treasurer Carie Cuttonaro.

d. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

a. Presentation promoting Police Officer David Yeager to Police Corporal.

Police Chief Charlie Worley administered the swearing-in and presented Corporal David Yeager.

3. CITIZEN COMMENTS - maximum 3 minutes

Elly Schlecht, Cowlitz County resident, is City of Castle Rock business applicant and would like clarification regarding what the City is requiring of her prior to issuing her a business license. This is a building and planning issue. The City will look further into the issue and provide Ms. Schlecht with more information.

Cheryl Gaze, City of Castle Rock resident, brought forward several issues, all of which are of civil nature. Police Chief Charlie Worley directed Ms. Gaze in the proper direction for each issue and explained that City Council does not have the authority to help her with her issues.

4. DEPARTMENT REPORTS

- City Attorney Nikki Thompson

City Attorney Nikki Thompson gave a verbal report.

- Police Chief Charlie Worley

- Public Works Director Tyler Stone
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
Mayor Helenberg gave a verbal report.
- Councilmember Kessler gave a verbal report.
- CRCDA Representative

6. PUBLIC HEARINGS

7. CONSENT AGENDA

Councilmember Kessler made a motion, seconded by Rose, to approve the Consent Agenda as presented. Motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, and Rose voted 'Aye'.

- December 2025 invoices as described in the Fund Transaction Summary Report in the amount of \$511,425.21.

8. OLD BUSINESS

- Ordinance No. 2025-07, an ordinance amending City of Castle Rock, Washington Municipal Code, Sections 13.06.045, 13.06.050, 13.06.060, and 13.06.110, on second reading.

Councilmember Rose made a motion, seconded by Kessler, to approve Ordinance No. 2025-07 on second reading. Motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, and Rose voted 'Aye'.

- Grant Agreement with Washington State Department of Commerce for the Impound/Storage Garage Project. Grant in the amount of \$358,900 with City match in the amount of \$100,000 for a total project cost of \$458,900.

Councilmember Rose made a motion, seconded by Queen, to approve the grant agreement with the Washington State Department of Commerce for the Impound/Storage Garage Project. Motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, and Rose voted 'Aye'.

- Request to schedule a workshop to continue discussion of the Castle Rock Library.

The workshop was scheduled for January 26, 2026 at 6:30 PM in the Castle Rock Senior Center.

9. NEW BUSINESS

- Councilmember Simonsen's Resignation

The City will post to accept applications for council position #4.

- Resolution No. 2026-01, a resolution of the City Council of the City of Castle Rock ratifying and affirming a declaration of emergency by the Mayor of the City relating to the sewer line sinkhole

repair to mitigate a sewer blockage affecting 1/3 of the City and waiving competitive bidding requirements.

Councilmember Kessler made a motion, seconded by Queen, to approve Resolution No. 2026-01. Motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, and Rose voted 'Aye'.

c. Request to approve out-of-state travel, as required by CRMC 2.96.010, for Renee Schuller to attend the Motorola Solutions (Spillman) Summit 2026 in Orlando, FL, April 19 - April 26, 2026.

Councilmember Kessler made a motion, seconded by de Greeve, to approve (insert item summary here). Motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, and Rose voted 'Aye'.

d. TIB Consultant Supplement Agreement with Gibbs & Olson, Inc. for the "Pleasant Hill Road Reconstruction (Huntington Ave S to South City Limits" project to design 12 in. full depth pavement reclamation in the amount of \$134,500.

City Engineer Tom Gower presented.

Councilmember Kessler made a motion, seconded by Queen, to approve the TIB Consultant Supplement Agreement with Gibbs & Olson, Inc. for the Pleasant Hill Road Reconstruction Project. Motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, and Rose voted 'Aye'.

e. Resolution No 2026-02, a resolution of the City Council of the City of Castle Rock providing for the disposal of certain property deemed to be surplus to the reasonable foreseeable needs of the City of Castle Rock. Request for Public Works to purchase the Club Car 1550SE 4x4 for a total of \$5,000 with \$2,500 due to the Police Department and \$2,500 due to the Cowlitz Fire District #6.

Councilmember Rose made a motion, seconded by Queen, to approve Resolution No. 2026-02 and Public Works request to purchase the item. Motion carried by roll call vote. Councilmembers Queen, Kessler, de Greeve, and Rose voted 'Aye'.

10. OTHER BUSINESS

Cowlitz County Commissioner Rick Dahl provided comment.

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 8:22 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

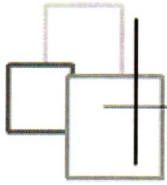
As of this date, 1/26/2025, the Council by a majority vote, does approve payment of the vouchers included in the Fund Transaction Summary Report, and further described as:

Payroll Expenditures				
<u>Transaction Type</u>	<u>Description & Transactions</u>		<u>Amount</u>	<u>Payment Date</u>
Mid-Month Draw	Payroll	Nacha #		
	Taxes	ACH		
EOM Payroll	Payroll	Nacha #		
		ACH		
	Benefits			
	Taxes	ACH		
	Voided		-	
Total Payroll Expenditures			-	
General Expenditures				
<u>Transaction Type</u>	<u>Description</u>		<u>Amount</u>	<u>Payment Date</u>
Claims	Check	56829-V	(1,362.99)	12/31/2025
Claims	Check	56879 - 56880	1,262.43	12/31/2025
Claims	Check	56881 - 56899	38,012.40	12/31/2025
Total General Expenditures			37,911.84	
TBD Expenditures				
<u>Transaction Type</u>	<u>Description</u>		<u>Amount</u>	<u>Payment Date</u>
Claims	Check	2085	486.85	12/31/2025
Claims	Check			
Total TBD Expenditures			486.85	
Total Expenditures				
			<u>Amount</u>	<u>Payment Date</u>
Total General and TBD Expenditures			38,398.69	12/1/2025 12/31/2025
Payroll Expenditures			-	
Grand Total Expenditures			38,398.69	
Fund Transaction Summary Report			38,398.69	
Balance Check (s/b -0-)			-	

Lee Kessler, Audit Committee Member

,Audit Committee Member

Ellen Rose, Audit Committee Member



Fund Transaction Summary

Transaction Type: Invoice

Fiscal: 2025 - Dec - Open Period - 2025

System Types: Cash Management, Financials, Payroll, Resources, UB2, Utility Billing

Fund Number	Description	Amount
010	General Fund	\$18,462.20
100	Street Fund	\$5,751.92
115	Building Code Account Fund	\$1,720.68
140	Criminal Justice Fund	\$142.50
400	Water/Sewer Operating Fund	\$7,062.01
410	Regional Water System Fund	\$1,943.54
420	Stormwater Management Fund	\$2,542.25
435	Muni Water Capital Improvement	\$135.24
470	Muni Sewer Capital Imprv Reserve	\$65.18
475	Boat Launch Facility Fund	\$86.32
632	Transportation Benefit District Fund	\$486.85
	Count: 11	\$38,398.69



January 12, 2025

Carie Cuttonaro, Clerk-Treasurer
City of Castle Rock
PO Box 370 / 141 A Street SW
Castle Rock, WA 98611
Proposal sent via email to: ccuttonaro@ci.castle-rock.wa.us

Re: **26-001: Professional Services for City of Castle Rock On-Call Planning Services – 2026**

Dear Ms. Cuttonaro:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") and City of Castle Rock ("Client") entered in a Professional Services Agreement dated January 13, 2025 ("Agreement") for providing on-call planning professional services for the City of Castle Rock. The Client requests a new contract for providing 2026 on-call planning services.

The parties now desire to amend the Agreement to include services to be performed by consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Project Understanding

Kimley-Horn will perform on-call planning services for the Client as needed.

Castle Rock is in Cowlitz County and is a partially planning community under the Growth Management Act (GMA). As a community of less than 2,500 people, the Client does not employ a full-time in-house planner. With Client staff facilitating much of the building and planning process, it is important to the client to have a professional planning team to provide services such as general planning and project specific correspondence, recommendations, presentations and analysis as needed relating to development review, code amendments, city council and planning commission presentations, and representation for development specific meetings such as pre-application meetings.

Scope of Services

Based on direction from the Client, Kimley-Horn will provide the services set forth below.

Kimley-Horn and subconsultant Facet will provide the services specifically set forth below.

ON-CALL PLANNING SERVICES

Kimley-Horn will provide on-call planning services for the City of Castle Rock. The tasks and services below are outlined based on knowledge of current needs and projects. However, the nature of an on-call contract sometimes has additional requests made from the Client in writing to the Consultant. Additional services and tasks will be categorized and provided on an hourly basis at the current hourly rates.

Task 1: Project Management

This task includes project management related services such as invoices, project schedules, general coordination, contract amendments, and work that is not applicable to specific projects and tasks as described below.

Task 2: Council and Planning Commission Meetings

This task is reserved for Council and Planning Commission meeting attendance, preparation, presentations, and coordination as needed.

Task 3: General Plan Review

Kimley-Horn will respond to development review questions, inquiries, code research and site-specific information. The consultant will organize and process land use development projects and organize into subtasks for pass through billing purposes based on applications received in a given year. This task includes coordination, pre-application meetings, application intake and development review, noticing, staff reports, presentations, appeals, processing etc.

Task 4: Landing on the Cowlitz (LOT)

The City of Castle Rock has a master planned development known as The Landing on the Cowlitz (LOT), which has a variety of phases and tasks organized at the City and Developer's request. The following subtasks are known at the time of this contract and will be billed accordingly on an hourly basis as appropriate.

- 4.1 Master Plan
- 4.2 Access and Utilities
- 4.3 RV Park
- 4.4 Subdivision

Task 5: Code Amendments

This task is reserved for code amendment projects as needed by the Client. Code amendments can be special topics or sections as directed by staff or elected officials or as required for GMA compliance.

Task 6: Comprehensive Plan

Kimley-Horn will review any comprehensive plan applications including zoning or future land use map changes, text amendments or site-specific applications. These applications are processed as requested by the City or as an application is submitted by an interested party in accordance with Castle Rock Municipal Code.

Task 7: Shoreline/Environmental

Kimley-Horn will conduct review and amendments related to shoreline development, conditional use or variance applications in accordance with the adopted Shoreline Master Program (SMP) and Critical Areas Ordinance (CAO). Any environmental projects or applications correlated only with critical areas, floodplain or shoreline projects will be organized and tracked by applications under this task.

Note: Additional tasks may be authorized by the client with written authorization. Kimley-Horn understands that special projects and tasks come up that may not be captured in the outline tasks above.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates.

Information Provided by Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Application materials, project related files and information
- City letter head and materials
- Necessary correspondence for task specific information

Schedule

As an annual contract, Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule, which runs from January 1, 2026 to December 31, 2026, and is based on annual allotment of funds from City Council to appropriate to on-call planning funds.

Fee and Expenses

Kimley-Horn will perform the services in the scope of work on a labor fee plus expense basis with a maximum labor fee not to exceed \$130,000.

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery service, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project-related computer time and local mileage. Administrative time related to the project may be billed hourly. All permitting, application and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued and paid to the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to

Carie Cuttonaro, Clerk-Treasurer
City of Castle Rock
PO Box 370 / 141 A Street SW
Castle Rock, WA 98611

ccuttonaro@ci.castle-rock.wa.us

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

- Please email all invoices to FINANCE@CI.CASTLE-ROCK.WA.US
- Please copy ccuttonaro@ci-castle-rock.wa.us

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 

Printed Name: Connor Candrian

Title: Authorized Signer

Signed: 

Printed Name: Rachel Granrath, AICP

Title: Project Manager

City of Castle Rock

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst I	\$130 - \$160
Analyst II	\$170 - \$200
Professional	\$200 - \$230
Senior Professional I	\$255 - \$325
Senior Professional II	\$350- \$410
Senior Technical Support	\$120 - \$300
Technical Support	\$100 - \$175
Support Staff	\$85 - \$145

Effective through June 30, 2026

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE CITY OF CASTLE ROCK ADOPTING A NEW CHAPTER 5.10, “PEDDLER AND SOLICITATION ACTIVITIES”, OF THE CASTLE ROCK MUNICIPAL CODE (CRMC) TO CREATE SOLICITATION LICENSING REQUIREMENTS, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council finds that door-to-door solicitation, peddling, and transient sales activities occur within the community and may impact residents’ privacy, safety, and the quiet enjoyment of their homes; and

WHEREAS, the City Council recognizes the need to establish reasonable time, place, and manner regulations to protect residents from fraudulent, unsafe, or intrusive solicitation practices while preserving the rights of legitimate businesses, charitable organizations, and individuals engaging in lawful commerce; and

WHEREAS, the City Council desires to adopt clear guidelines for registration, permitting, conduct, identification, and operating hours for solicitors and peddlers in order to promote public safety and reduce the potential for deceptive practices; and

WHEREAS, courts have recognized that municipalities may impose content-neutral regulations on solicitation and peddling to protect residents from crime, nuisance, and unwelcome intrusions, provided such rules do not unreasonably burden constitutionally protected activities; and

WHEREAS, Council finds that adopting updated solicitor and peddler regulations is in the best interest of the public health, safety, and general welfare of the community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CASTLE ROCK DO ORDAIN AS FOLLOWS:

SECTION 1. CHAPTER 5.10 ADOPTED. Chapter 5.10, “Peddler and Solicitation Activities”, of the Castle Rock Municipal Code is hereby Adopted as shown in **Exhibit A**.

SECTION 2. SEVERABILITY – CONSTRUCTION. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Castle Rock Municipal Code, the provisions of this ordinance shall control.

SECTION 3. AUTHORITY TO MAKE NECESSARY CORRECTIONS. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect five days after its passage and publication as required by law.

ADOPTED by the City Council and signed by the Mayor at a regular meeting thereof on the _____ day of _____, 2026.

Mayor Paul Helenberg

ATTEST:

Carie Cuttonaro, Clerk-Treasurer

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

EXHIBIT A
Chapter 5.10
PEDDLER AND SOLICITATION ACTIVITIES

Sections:

- 5.10.010 Definition of peddler and solicitor.**
- 5.10.020 Permit required – Exemptions.**
- 5.10.030 Permit – Application.**
- 5.10.040 Investigation of applicant – Issuance and denial of permit.**
- 5.10.050 Permit – Exhibition.**
- 5.10.060 Permit – Expiration.**
- 5.10.070 Permit – Revocation.**
- 5.10.080 Right of appeal.**
- 5.10.090 Loud noises or speaking devices.**
- 5.10.100 Use of streets.**
- 5.10.110 Hours and notice.**
- 5.10.120 Records.**
- 5.10.130 Unlawful to peddle or solicit on posted premises.**
- 5.10.140 Violation – Penalty.**

5.10.010 Definition of peddler and solicitor.

A peddler and/or solicitor are interchangeable labels and each is defined as follows:

A. All persons, both principals and agents, as well as employers and employees, who shall sell, offer for, or expose for sale, or who shall trade, deal or traffic in any personal property or services in the City by going from house to house or from place to place or by indiscriminately approaching individuals.

B. Sales by sample or for future delivery, and executory contracts of sale by solicitors or peddlers are embraced within subsection A of this section.

C. Any person, both principals and agents, as well as employers and employees, who, while selling or offering for sale, any goods, wares, merchandise, or anything of value, stands in a

doorway or on any unenclosed vacant lot, parcel of land, or in any other place not used by such person as a permanent place of business.

5.10.020 Permit required – Exemptions.

A. No person, corporation, partnership, or other organization shall engage in the business or activity of peddling or soliciting within the City limits without first obtaining a permit as provided in this chapter. If an individual is acting as an agent for or employed by an individual, corporation, partnership, or other organization, both the individual and the employer or principal for whom the individual is peddling must obtain a permit as provided in this chapter.

B. The following persons are eligible for an exemption to the permit requirements and/or fee provisions of this chapter as stated below:

1. Farmers who peddle agricultural, horticultural or farm products which they have actually grown, harvested or produced;
2. Any person who is specifically requested to call upon another for the purpose of displaying goods, literature or giving information about any article, service or product;
3. Charitable, religious, or nonprofit organizations or corporations which have received tax exempt status under [26 U.S.C. 501\(c\)\(3\)](#) or other similar civic, charitable, or nonprofit organizations;
4. Newspaper carriers; provided, however, that any such person must first apply for an exemption on forms to be furnished by the Castle Rock police department. Upon determination by the Castle Rock police department that such person is exempt from the permit requirements of this chapter, a special permit shall be issued which must be carried by the person at all times the person is engaging in peddling in the City;
5. Bona fide candidates, campaign workers, and political committees campaigning on behalf of candidates or on ballot issues and persons soliciting signatures of registered voters on petitions to be submitted to any governmental agency;
6. Pursuant to RCW [73.04.050](#), every honorably discharged soldier, sailor or marine of the military or naval service of the United States, who is a resident of this state, shall not have to pay a fee for the permit.

5.10.030 Permit – Application.

A. Applicants for a permit under this chapter shall file with the Castle Rock police department a sworn application in writing on a form to be furnished by the Castle Rock police department.

B. Individuals who are employed by or acting as an agent for another individual, corporation, partnership, or other organization shall provide the following information on the application:

1. Name, date of birth and description of the applicant;

2. Address and telephone number;
3. A brief description of the nature of the business and the goods or services to be sold;
4. If employed or acting as an agent, the name and address of the employer or principal, together with a description of the exact relationship with the principal or employer;
5. If a vehicle is to be used, a description of the same, including the license number;
6. A photograph of the applicant, taken within 60 days immediately prior to the date of filing the application, which picture shall be two inches by two inches, showing the head and shoulders of the applicant in a clear and distinguishing manner;
7. A statement as to whether or not the applicant has been convicted of any crime within the past 10 years, including misdemeanors or violations of any municipal ordinance, the nature of the offense, and the punishment or penalty assessed therefor; and
8. Such other information as may be required by the Castle Rock police department.

C. Any individual, corporation, partnership, or other organization which acts as the principal or employer for individual peddlers shall provide the following information on the application:

1. The applicant's name, address and telephone number, and the names and addresses of all individuals who are employed by or acting as an agent for the applicant;
2. If a corporation, the names, addresses and telephone numbers of the corporation's board of directors, principal officers, and registered agent; provided, however, that the Castle Rock police department may waive any portion of this requirement when disclosure would be unduly burdensome;
3. If a partnership, the names, addresses and telephone numbers of the partners;
4. A list of any criminal convictions during the past 10 years for the applicant, any owners of the business and, if a corporation, the board of directors and officers;
5. The name, address, and telephone numbers (business and home) of the individual, as applicable, acting as the manager for the applicant;
6. A list of all other cities, towns, and counties where the applicant has obtained a peddler's permit or similar permit within the past five years; and
7. Such other information as may be required by the Castle Rock police department.

5.10.040 Investigation of applicant – Issuance and denial of permit.

A. The Castle Rock police department shall determine the accuracy of the information contained in the application and conduct a criminal history background investigation of the applicant.

B. If, as a result of the investigation, the character and business responsibility of the applicant are found to be satisfactory, the City shall issue the permit to the applicant. The City shall deny the applicant the permit if the applicant has:

1. Committed any act consisting of fraud or misrepresentation;
2. Committed any act which, if committed by a permit holder, would be grounds for suspension or revocation of a permit;
3. Within the previous 10 years, been convicted of a misdemeanor or felony directly relating to the occupation of peddler, including, but not limited to, those misdemeanors and felonies involving moral turpitude, fraud or misrepresentation;
4. Been refused a permit under the provisions of this chapter; provided, however, that any applicant denied a permit under the provisions of this chapter may reapply if and when the reasons for denial no longer exist; or
5. Made any false or misleading statement in the application.

C. The denial of a permit to an individual, corporation, partnership or other organization which serves as the employer or principal for individual peddlers shall be a sufficient basis to deny a permit to the individual applicants who are employed by or acting as an agent for the applicant.

5.10.050 Permit – Exhibition.

Peddlers are required to exhibit their permit at the request of any citizen or police officer.

5.10.060 Permit – Expiration.

All permits issued pursuant to this chapter are nontransferable and shall be valid for the calendar year in which issued. License fees shall not be prorated for any portion of the year. At the termination of that calendar year, December 31st, the applicant must reapply for an additional, separate permit via the process outlined in this chapter if continuation of peddler activities is desired.

5.10.070 Permit – Revocation.

A. Permits issued pursuant to this chapter may be revoked by the City after notice and hearing for any of the following causes:

1. Fraud, misrepresentation, or false statement contained in the application for permit;
2. Fraud, misrepresentation, or false statement made in the course of carrying on the business as peddler;
3. A violation of this chapter;

4. Conviction after submission of the application for a peddler's permit of a felony or misdemeanor directly relating to the occupation of peddler, including, but not limited to, those misdemeanors and felonies involving moral turpitude, fraud, or misrepresentation; or

5. Conducting the business of peddling in any unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, and general welfare of the public.

B. The revocation of any permit held by an individual, corporation, partnership or other organization which serves as the employer or principal for individual peddlers shall constitute a basis for revoking the permits issued to individual applicants who are employed by or acting as agents for such individual, corporation, partnership, or organization.

C. The revocation of a permit for three or more persons who are employees or agents of an individual, corporation, partnership or organization shall constitute a basis for revoking the permit issued to the employer or principal, as well as the permits issued to all other employees or agents of that employer or principal.

D. Notice of the hearing for revocation of a permit shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of hearing. In addition, it shall state that the peddler's permit shall be suspended pending the outcome of said hearing. Such notice shall be mailed, postage prepaid, to the permit holder at his or her last known address at least 10 days prior to the date set for hearing. If the permit holder is an individual, corporation, partnership or organization which employs or serves as the principal for individual permit holders, the notice shall also be mailed to the individual permit holders thereof.

5.10.080 Right of appeal.

Any person aggrieved by the action of the City in the denial of an application for permit or in the decision to revoke a permit as provided in this chapter shall have the right to appeal to the City hearing examiner.

5.10.090 Loud noises or speaking devices.

No peddler, nor any person on the peddler's behalf, shall shout, make any outcry, blow a horn, ring a bell or use any sound device, including any loud-speaking radio or sound-amplifying system, upon any of the streets, alleys, parks or other public places of the City or upon any private premises in the City where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks or other public places for the purpose of attracting attention to any goods, wares or merchandise which such peddler proposes to sell.

5.10.100 Use of streets.

No peddler shall have any exclusive right to any location in the public streets or public places, nor be permitted a stationary location, nor be permitted to operate in any congested area where operations might impede or inconvenience the public. For the purpose of this section, the judgment of a police officer, exercised in good faith, shall be conclusive as to whether the area is congested or the public impeded or inconvenienced.

5.10.110 Hours and notice.

A. All peddlers shall notify the City at least two hours before any peddling activities are to be conducted. If peddling activities will take place on a Friday, Saturday, or Sunday the peddler shall notify the City that such activities are going to occur by close of business on the Thursday prior.

B. No person shall engage in the business of peddler between the hours of 4:00 p.m. and 10:00 a.m. of any day.

5.10.120 Records.

The City shall maintain a record for each permit issued and record the reports of violations therein.

5.10.130 Unlawful to peddle or solicit on posted premises.

It is unlawful for any uninvited peddler to ring the bell, or knock on the door, or otherwise attempt to gain admittance for the purpose of peddling or soliciting at any residence or dwelling at which a sign bearing the words “No Peddlers or Solicitors” (or words of similar import indicating that peddlers or solicitors are not wanted on said premises) is painted, affixed, or otherwise exposed to public view.

5.10.140 Violation – Penalty.

A. Any violation of this chapter constitutes a Class 1 civil infraction, as defined in CRMC Chapter 1.16. Each day of continued violation constitutes a separate infraction.

B. Nothing in this chapter limits the right of the Castle Rock police department to pursue other lawful, criminal, civil or equitable remedies to abate, discontinue, correct, or discourage unlawful acts under or in violation of this chapter.

RESOLUTION NO. 2026-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE
ROCK ADOPTING PURCHASING POLICIES AND PROCEDURES.**

WHEREAS, the City Council finds it in the best interest of the citizens to establish policies to ensure the financial stability of the City.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
CASTLE ROCK, WASHINGTON AS FOLLOWS:**

SECTION 1. The City hereby adopts the policies attached hereto as Attachment A and incorporated herein by reference as the City of Castle Rock Purchasing Policies and Procedures.

RESOLVED AND ADOPTED this ____ day of _____, 2026.

CITY OF CASTLE ROCK

APPROVED:

Paul Helenberg, Mayor

APPROVED AS TO FORM:

ATTEST:

Nikki Thompson, City Attorney

Carie Cuttonaro, City Clerk

City of Castle Rock

Purchasing Policies and Procedures

Adopted by Resolution No. _____ - _____

Effective Date _____

Castle Rock City Council

Paul Helenberg, Mayor

Earl Queen

Lee Kessler

Rosamond de Greeve

Vacant Position #4

Ellen Rose

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1. Purpose

This policy is intended to direct the purchase of goods and services at a reasonable cost, using an open, fair, documented and competitive process whenever reasonable and possible. The integrity, efficiency and effectiveness of Castle Rock's procurement functions are critical elements of sound government.

2. Policy Statement

- a. The City of Castle Rock will follow Washington State law RCWs as they relate to purchasing and bidding.

3. Definitions

- a. "Architectural and engineering services" means professional services rendered by any person, other than a City employee, to perform activities within the scope of the professional practice of architecture (Chapter 18.43 RCW), professional practice of engineering and land surveying (Chapter 18.43 RCW) and/or professional practice of landscape architecture (Chapter 18.96 RCW).
- b. "Bid splitting" means breaking a public work project or purchase of equipment, or supplies into segments. The City may not break a public works project to avoid compliance with bidding statutes. RCW 35.23.352(1).
- c. "Award" means the formal decision by the City notifying a responsible bidder with the lowest responsive bid of the City's acceptance of the bid and intent to enter into a contract with the bidder. RCW 39.04.010 (1).
- d. "Contract" means a contract in writing for the execution of public work for a fixed or determinable amount duly awarded after advertisement and competitive bid, or a contract awarded under the Small Works Roster process in RCW 39.04.155.
- e. "City" means the City of Castle Rock, Washington.
- f. "Contract Authorization Summary" outlines the levels at which managers, Department Head Supervisors or the Mayor may commit the City on a contract. See page 8, 4E
- g. "Emergency" as defined in RCW 39.04.280 means an unforeseen circumstance beyond the control of the City that either presents a real, immediate threat to the proper performance of essential functions; or will likely result in material loss or damage to property, bodily injury or loss of life if immediate action is not taken. The person or persons designated by the governing body to act in the event of an emergency may declare an emergency situation exists, waive competitive bidding requirements and award all necessary contracts on behalf of the City to address the emergency. If a federal or state emergency has been declared, the governing body may pass a resolution acknowledging the declaration and invoke RCW 39.04.280(1) and also reserves the right to invoke the subsection 1 emergency exemption by the terms of this written policy without resolution, if necessary, under the circumstances. If a contract is awarded without competitive bidding due to an emergency, the City must provide a written finding of the existence an emergency and duly enter its finding into record no later than two weeks following the contract award.
- h. "Formal competitive bid" is the process of advertising and receiving sealed written bids from perspective vendors. The selection of the vendor is primarily based on the lowest cost from a responsible vendor.

- i. “Informal competitive quotes” are price quotes from vendors that are obtained using a variety of mediums such as telephone, fax, e-mail, or in writing. Results must be documented. The selection of the vendor is primarily based on the lowest cost from a responsible vendor.
- j. “Interlocal agreements” are the exercise of government powers in a joint or cooperative undertaking with another public agency.
- k. Lowest Responsible Bidder means a bid that meets the criteria under RCW 39.04.350 and has the lowest bid. See RCW 35.23.352 (2) regarding exceptions on city findings for past performance issues.
- l. “Mayor” refers to the elected executive official responsible for overseeing all City of Castle Rock daily operations, projects, programs and personnel.
- m. “MRSC Small Works and Consultant Roster” is a shared statewide small public works and consultant roster service managed by Municipal Research and Service Center of Washington used by Washington State local public agencies. The Small Works and Consultant Roster is maintained and operated in full compliance with State laws and purchasing requirements.
- n. “Municipality” means every city, county, town, port district, district or other public agency authorized by law to require the execution of public work , except drainage districts, diking districts, diking and drainage improvement districts, drainage improvement districts, diking improvement districts, consolidated diking and drainage improvement districts, consolidated drainage improvement districts, consolidated diking improvement districts, irrigation districts, or other districts authorized by law for the reclamation or development of waste or undeveloped lands.
- o. “On-call contract” means a contract that is awarded with general provisions for the services to be rendered. As services are to be rendered, specific task orders are initiated that are to be completed by the contracting firm.
- p. “Ordinary maintenance” is work performed by regular employees of the state, or any county, municipality or political subdivision created by law (WAC 296-127-010 (7)(b)(ii) and that is performed on a regularly scheduled basis (e.g. daily, weekly, seasonally, semiannually, but not less frequently than once per year), 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 an asset so that repair does not become necessary.
- q. “Prevailing Wage” is determined as the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established by Washington State Department of Labor and Industries for each trade and occupation employed in the performance of public work. They are established separately for each county and are reflective of local wage conditions.
- r. “Professional/Personal services” are services provided by consultants that provide highly specialized, generally one-time expertise to solve a problem or render professional opinions, judgments or recommendations. The labor and skill involved to perform these types of services are predominately mental or intellectual, rather than physical and manual. Examples include: graphic design, advertising, analysis, financial expertise, accounting, artists, attorneys, bond brokers, computer consultants, insurance brokers, economists, planners, real estate services, etc. This term does not include architectural and engineering services.

- s. "Public work" as defined in RCW 39.04.010 (4), means all work, construction, alteration, repair or improvement and/or demolition other than ordinary maintenance, executed by contract, purchase order or any other legal agreement that is executed at the cost of the City or which is by law a lien or charge on any property therein. All public works, including maintenance when performed by contract shall comply with Chapter 39.12 RCW. "Public work" does not include work, construction, alteration, repair or improvement performed under contracts entered into under RCW 36.102.060(4) or under development agreements entered into under RCW 36.102.060(7) or leases entered into under RCW 36.102.060(8). See also WAC 296-127-010 Definitions.
- t. "Publication" – printed or otherwise reproduced textual or graphic material for sale or distribution to the public.
- u. "Purchased services" are services provided by vendors for routine, necessary and continuing functions of the City, mostly relating to physical activities. These services are usually repetitive, routine or mechanical in nature, support day-to-day operations, involve the completion of specific tasks or projects and involve minimal decision making. Examples are: building maintenance, vehicle servicing/repair, garbage pickup, herbicide application. WA State L&I considers some service contracts (HVAC maintenance, or road striping) to be public works and subject to bidding requirements. If uncertain, contact WA State L&I. Some purchased services require prevailing wages to be paid.
- v. "RCW" – Revised Code of Washington.
- w. "RFP" – Request for Proposal – means a process that requests interested firms to submit a statement of their proposal for completing a project. Proposals are then evaluated based on the idea, including originality, suitability, practicality, expertise, etc. Proposals may be selected based on the quality of the proposal, experience, cost and references.
- x. "RFQ" – Request for Qualifications – means a process that requests interested consultants to submit a letter of interest and a statement of their qualifications. Consultants are evaluated upon their qualifications, expertise, and references. Cost cannot be considered until after a consultant has been selected at which point the price may be negotiated.
- y. "Responsible bidder" means a contractor who meets the criteria in RCW 39.04.350
- z. "Small works roster" is a roster of qualified contractors maintained for use in a modified formal bid process. When the contract amount for a public works project is within the limits set forth by RCW 39.04.155, a city may follow the small works roster process for construction of a public work or improvement as an alternative to formal competitive bid requirements.
- aa. "Small Works Roster Manual for Local Governments" refers to the 2025 edition of the manual prepared by the Municipal Research and Service Center of Washington (MRSC) pursuant to RCW39.04.151 that contains state laws and regulations regarding small works contracting.
- bb. "Special facilities or market conditions" refer to circumstances that allow agencies to waive competitive bidding for purchases of supplies or equipment under RCW 39.04.280(1)(b). Examples include: contractor or vendor is temporarily positioned to provide a price significantly below market price; the product normally has a long manufacturing lead time and vendor can sell and deliver the item in a significantly shortened time period and the City will benefit from expedited delivery or has an immediate need for the item. The waiver of competitive bidding requirements under subsection RCW 39.04.280(1)(b) may be by resolution or by the terms of written policies adopted by the City including those terms herein, at the option of the governing

body of the City. If the governing body elects to waive competitive bidding requirements by the terms of written policies adopted by the City, immediately after the award of any contract, the contract and the factual basis for the exception must be recorded and open to public inspection.

- cc. "Sole Source" occurs when competition among potential vendors is not possible for a particular procurement pursuant to RCW 39.04.280(1)(a). These situations may occur when; there is a clearly and legitimately only one source capable of supplying the subject matter, when there are special market conditions that result in only one source and in the event of an emergency. The waiver of competitive bidding requirements under subsection RCW 39.04.280(1)(a) may be by resolution or by the terms of written policies adopted by the City including those terms herein, at the option of the governing body of the City. If the governing body elects to waive competitive bidding requirements by the terms of written policies adopted by the City, immediately after the award of any contract, the contract and the factual basis for the exception must be recorded and open to public inspection.
- dd. "Vendor list" means the process to award contracts for the purchase of any materials, equipment, supplies in lieu of formal sealed bidding pursuant to RCW 39.04.190.
- ee. "WAC" refers to the Washington Administrative Code.

4. General Provisions

- a. Grant funded projects may have additional regulations required for expending federal and state funding. The signature authority as outlined in the Contract Authorization Summary gives authorization to sign state and federal grant documents, the department head supervisor and/or clerk-treasurer have signature authority to sign reimbursement request documents.
- b. Per RCW 35A.40.210, procedures for any public work or improvements for code cities, and purchases for code cities under 20,000 population shall be governed by RCW 35.23.352.
- c. Breaking down or splitting purchases. The breaking down or splitting of any purchase or contracts into units of phases for the purpose of avoiding the maximum dollar amount is prohibited.
- d. It shall be the responsibility of the department head supervisor and/or Clerk-Treasurer to ensure MRSC rosters and vendor lists are maintained, paid for and advertised as may be required by state law.
- e. Amendments and Change Orders.
 - i. Amendments or change orders to contracts, including inter-local agreements, which result in the final contract amount (original contract amount plus all change orders) in excess of purchase limits identified in this policy may be approved:
 - 1. By the Department Head Supervisor if the excess is < 10% or no more than \$20,000 over the purchase limit.
 - 2. By the Mayor if the excess is no more than 15% or no more than \$30,000 over the purchase.
 - 3. By City Council if the excess is more than the amounts above, or at the mayor's request.
 - ii. Contract amendments that keep the final contract amount within purchase limits may be administratively approved by the Department Head Supervisor within signing authority.

- iii. Contract amendments that are strictly a change in contract expiration date may be administratively approved by the Department Head Supervisor.
- iv. Written and signed documentation of all change orders and amendments must be provided to the Clerk-Treasurer in a timely manner and must include information such as effective date, process used (in accordance with this policy, Federal or State law), percentage over contract, new contract amount, or any other specifics outlining the approved change in the original purchase cost, or contract.
- f. Signature Authority. The Mayor may delegate his/her signature authority to other City employees (Department Head Supervisor, Clerk-Treasurer, Mayor Pro-Tempore) as deemed appropriate.
- g. Lowest Responsible Bidder
- h. Lowest Responsible Vendor (criteria). The following factors, in addition to price, may be taken into account by the City in determining the lowest responsible vendor; these criteria shall also apply in selecting products or services either offered with, or associated indirectly with, City programs, or facilities:
 - i. Any preferences provided by law to local products and vendors;
 - ii. The ability, capacity and skill of the vendor to perform the contract;
 - iii. The character, integrity, reputation, judgment, experience and efficiency of the vendor;
 - iv. Whether the vendor can perform the contract within the time specified;
 - v. The quality of performance of previous contracts or services;
 - vi. The previous and existing compliance by the vendor with laws relating to the contract;
 - vii. Such other information as may be secured having a bearing on the decision to award the contract.

5. Competitive Bidding Requirements – Exemptions (RCW 39.04.280)

The Mayor is authorized to allow open market purchases without obtaining the regularly required competitive quotes or bids under the following conditions:

1. Special Market Conditions

When supplies or used equipment is offered at a very favorable price and will be sold before the City will have a chance to complete the bidding process. It is possible to procure obvious bargains through the procurement of surplus or distress material, supplies or equipment without following bidding procedures.

2. Auctions

RCW 39.30.045 authorizes the City to acquire supplies, materials and equipment through an auction conducted by an agency of the State of Washington, an agency of the United States, any municipality or other government agency, or any private party if the items can be obtained at a competitive price.

3. Interlocal Joint Purchasing Agreements

Materials, equipment, supplies and services may be purchased under RCW 39.34.080 using joint purchasing agreements with a city, county, state or other public agency where bid requirements of this policy have been followed by the cooperating agency in obtaining bids.

Originating agency's bid process shall be vetted to assure compliance with all applicable laws. Documentation of the vetting process must be provided to the Clerk-Treasurer's office.

4. Sole Source Procurement

A contract for the purchase of materials, supplies, or equipment may be awarded without complying with the bidding requirements of this policy when the Department Head Supervisor determines in writing, subject to City Council approval through adoption of a resolution, after conducting a good faith review of available resources, that there is only one source of the required materials, supplies or equipment. The Department Head Supervisor or his/her designee shall conduct negotiations, as appropriate, as to price, terms, and delivery time. Sole Source purchases shall be made available for public inspection.

A sole source resolution shall not be required in case of emergency, under the terms and conditions specified in RCW 39.04.280(2)(b) and (c). On-going sole source purchases of materials, equipment, and supplies shall be reviewed annually to ensure the pricing is still the lowest price for the City and that the conditions that justify the sole source purchase still exist.

5. No Bids or Quotations Received

When no bids or quotations are received in response to an invitation to bid or request for quotations the Department Head Supervisor or his/her designee is authorized to procure the required item through direct negotiations with a vendor or to rebid as the Mayor or designee deems appropriate.

6. Emergency Procurements

Notwithstanding any other provisions of this policy, the Mayor or designated agent may make or authorize others to make emergency procurements of materials, supplies, equipment, or services without complying with the requirements of this section when there exists a threat to public health, welfare, or safety or threat to proper performance of essential functions; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of a particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and listing of the items(s) procured under the contract, which shall be reported to the City Council at the next subsequent meeting. The City Council shall adopt a resolution outlining the reason for the emergency designation allowable under state law, the amount of the contract/purchase and the contractor. The City must produce a negotiated contract for each emergency purchase within fourteen (14) days of the procurement, or of the work being performed.

7. Insurance and Bonds

RCW 39.04.280 allows waiving of competitive bidding for the purchase of insurance and bonds.

8. Surplus Property

The City may acquire surplus property from another government without the use of competitive quotes or bids (RCW 39.33.010), when it is possible to procure obvious bargains through the procurement of surplus or distress material, supplies, or equipment.

9. Contracts for Public Works and Contracts for Purchases

The following uniform exemptions to competitive bidding requirements can be utilized by the City when awarding contracts for public works and contracts for purchases. In accordance with RCW 35A.40.210, procedures for any public work or improvement shall be governed by RCW 35.23.352 (includes unit priced contract, job order contract, limited public works, small works and advertised bids). Purchases shall be governed by RCW 35.23.352. The purpose of this section is to supplement and not to limit the current powers entitled under State law to code cities to provide exemptions from competitive bidding requirements.

- a. Competitive bidding requirements may be waived by the governing body of the City for:
 - i. Purchases that are clearly and legitimately limited to a single source of supply;
 - ii. Purchases involving special facilities or market conditions;
 - iii. Purchased in the event of an emergency (see Section 3 Definitions);
 - iv. Purchases of insurance or bonds; and
 - v. Public works in the event of an emergency (see Section 3 Definitions).
- b. The waiver of competitive bidding requirements under subsection (a) above may be by resolution or by the terms of written policies adopted by the City. If the governing body elects to waive competitive bidding requirements by the terms of adopted written policies, the factual basis for the exception must be recorded and open to public inspection. If a resolution is adopted by the governing body to waive competitive bidding requirements as outlined in this section, the resolution must recite the factual basis for the exception and be recorded and open to public inspection. This requirement is not applicable to emergency event exemptions. See Section 3 (e) under Definitions for Emergency requirements.

6. Purchase of Materials, Supplies or Equipment (RCW 35.23.352)

1. Purchasing Limitations

Apply to the cost of individual items or the sum of the same items purchased at the same time to fulfill a specific business need, which are not part of a public works project as defined by RCW 39.04.010 and these policies. Cost is inclusive of sales tax, delivery charges and any related miscellaneous charges. Limits shown and processes identified in the Contract Authorization Summary shall be followed when authorizing the acquisition of materials, supplies or equipment.

2. Informal Competitive Quotes – Materials, Supplies or Equipment; up to \$40,000 (Not a Public Works Project).

- a. A City representative shall make an effort to contact at least one vendor; however, three vendors are preferred.
- b. The number of vendors contacted may be reduced if the item being sought is only available from a smaller number of vendors. When fewer than three quotes are requested or if there are fewer than three replies, an explanation shall be placed in the procurement file.
- c. Whenever possible, quotes will be solicited on a lump sum or fixed unit price basis.

- d. At the time quotes are solicited, the City representative shall not inform a vendor of any other vendor's quote.
- e. A written record shall be made by the City representative of each vendor's quote on the materials, supplies or equipment, and of any conditions imposed on the quote by such vendor.
- f. All of the quotes shall be collected and presented at the same time to the Department Head Supervisor (or designee), for consideration, determination of the lowest responsible vendor and award of the purchase.

NOTE: Whenever there is reason to believe that the lowest acceptable quote is not the best price obtainable, all quotes may be rejected and the City may obtain new quotes or enter into direct negotiations to achieve the best possible price. In this case, the department shall document, in writing, the basis upon which the determination was made for the award.

3. Vendor Lists – Materials, Supplies or Equipment up to \$50,000

- a. The use of vendor lists is authorized by RCW 39.04.190 and whenever possible, requires three written, informal quotes. The City uses the MRSC Small Work / Vendor list to meet this requirement.
- b. Vendor lists must be solicited at least twice per year in the City's official designated newspaper of general circulation.
- c. Contracts must be awarded to the lowest responsible bidder.
- d. Immediately after the award from a vendor list, all bid quotations must be recorded and made open to public inspection. It is recommended that bid quotations be placed on the city's website for public review.

4. Formal Competitive Bid – Materials, Supplies or Equipment over \$50,000

- a. General

Unless otherwise specifically approved by City Council at a regular open meeting, all contracts relating to the purchase of materials, equipment or supplies shall be in accordance with the adopted City budget.

- b. Invitation for Bids

An invitation for bids shall be issued which shall include the specifications and the contractual terms and conditions, applicable to the procurement. Process for soliciting bids is as follows;

- i. Public Notice

Public notice of the invitation for bids shall be published at least once (twice for FHWA funded projects) in the city's newspaper of record or a newspaper of general circulation most likely to bring responsive bids, and posted on the city's website. Other publications may be warranted to assure the best notification to perspective bidders. Publication of bid notice must be published not less than fourteen (14) calendar days prior to the date set forth therein for the opening of bids, unless for good cause shown, the City Council authorizes a different period of time. The public

notice shall state the date and time of bid opening. Bids not received by the date and time stated for bid opening will not be accepted or considered.

ii. Bid Opening

Bids shall be opened publicly and recorded at the time and place designated in the invitation for bids. Results will be considered preliminary until reviewed for completeness and accuracy by City staff.

iii. Staff Review of Bids

Original bid documents will be evaluated by staff (or their designee), for completeness of requested information and accuracy. If needed, the bidder may be contacted to provide clarification of their submittal documents.

iv. Withdrawal of Bids – Cancellation of Awards

Bids may be modified, or the bid may be withdrawn by written notice received in the office designated on the invitation for bids prior to the time set for opening. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later than 3:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the Mayor after consulting with legal counsel.

v. Award

City Council shall award purchases for amounts greater than the limits identified in the City budget and for purchases not included in the adopted budget. The award of bid shall be made to the lowest responsible bidder (refer to Section D “General Conditions” for criteria) whose bid meets the specifications and evaluation criteria set forth in the invitation for bids. The City may reject all bids at its discretion.

7. Public Works Projects

1. Purchasing Procedures

Procedures for any public work or improvement shall be governed by RCW 35.23.352 and RCW 35A.40.200 (for non-chartered code cities). Cost for a public works project includes all amounts paid for materials, supplies, equipment, and labor on the construction of that project which is inclusive of sales tax, unless exempted by law.

2. Purchasing Limitations

The Mayor may authorize the purchase and execution of public works projects equal to or less than the dollar threshold for small works projects as provided under RCW 39.04.155 (Small Works Roster), as amended.

3. Prevailing Wages

Prevailing Wages are required for all public works projects. See Washington State Department of Labor and Industries for wage categories.

4. Small Works Roster RCW 39.04.152

The City of Castle Rock participates in the MRSC Small Works program for accomplishment of public works projects \$350,000 and under. It is the responsibility of the Public Works Director to maintain an annual contract with Municipal Research and Service Center (MRSC) to establish, maintain and manage a current roster of eligible contractors from which the City may solicit bids for work on Small Public Works Projects (projects \$350,000 and under).

5. Competitive Bid Overview

“Craft” or “trade” means a recognized construction trade or occupation for which minimum wage categories are established by Washington State Department of Labor and Industries for the locality of the City’s projects or purchases.

1. Day Labor Allowed

Code cities, second class cities and towns may use their own employees to perform public works projects estimated cost up to \$75,500 (single craft) or \$150,000 (multiple craft). RCW 35.23.352

2. Small Public Works Roster

Small Public Works Roster or formal competitive bidding process is required for estimated project costs more than \$75,500 (single craft) or \$150,000 (multiple craft), but less than \$350,000. Threshold limitations established in RCW 35.23.352, RCW 39.04.152 and RCW 35A.40.200, as amended.

3. Formal Competitive Bidding

Formal Competitive Bidding required if estimated project cost is more than \$350,000. Threshold limitations established in RCW 35.23.352 and RCW 35A.40.200, as amended.

4. Bid Processes – Small Works Roster

Whenever work that has received City Council approval in the current budget, or has otherwise been approved by the City Council, is sought to be accomplished using a Small Works Roster, the Public Works Director, or designee, shall obtain telephone, written or electronic quotations from contractors on the appropriate Small Works Roster and other individual contractors to ensure that a competitive price is established and to award contracts to the lowest responsible bidder as follows:

- a. A contract awarded from a Small Works Roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This paragraph does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building, environmental or development codes.
- b. Quotations shall be invited from all contractors in the appropriate category of the Small Works Roster and other known contractors. As an alternative, quotations may be invited from at least five contractors on the appropriate

Small Works Roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. If the estimated cost of the work is \$150,000 or more but less than or equal to the dollar threshold for Small Works projects as provided under RCW, the City may choose to solicit bids from less than all the appropriate contractors on the appropriate Small Works Roster and notify the remaining contractors that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by either publication of a notice in the City's newspaper of record, sending electronic or facsimile notices to contractors, or mailing a notice to these contractors.

- c. For purposes of this policy, "equitably distribute" means that the City may not favor certain contractors on the appropriate Small Works Roster over other contractors on the appropriate Small Works Roster who perform similar services. At the time bids are solicited, the Public Works Director, or designee, shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.
- d. A written record shall be made by the Public Works Director, or designee of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, posted on the city's website and made available by telephone inquiry.
- e. At least once every year pursuant to RCW 39.04.200, the City Clerk-Treasurer, or their designee, shall provide a list of the contractors awarded under this process to the City Council and to the general public. The list shall contain the name of the contractor or vendor awarded the contract, amount of the contract, a brief description of the type of work performed or items purchased under the contract, and the date it was awarded. The list shall also state the location where the bid quotations for these contracts are available for public inspection.

5. Determining Lowest Responsible Bidder

Where bidders have not been prequalified, the City shall award the contract for the public works project to the lowest responsible and qualified bidder; provided, all bids may be rejected and the City may call for new bids.

6. Cancellations of Invitations for Quotations or Bids

An invitation for quotations or bids may be canceled at the discretion of the Public Works Director. The reasons shall be made part of the contract file. Each invitation for quotations or bids issued by the City shall state that the invitation may be canceled. Notice of cancellation shall be sent to all parties that have been provided with a copy of the invitation. The notice shall identify the invitation for quotations or bids and state briefly the reason for cancellation.

7. Limited Public Works Process

The City may use the limited public works process to award public works projects as provided under RCW 39.04.155, as amended.

8. Formal Competitive Bid

For public works not using a Small Works Roster, the formal competitive bid process, as defined by applicable State Law (RCW 35.23.352) shall be used.

1. At minimum, the City must advertise the solicitation in the official newspaper of record or a newspaper of circulation most likely to bring responsive bids at least thirteen (13) days before the submittal deadline.
2. Solicitation notices must include a description of the public works project, deadlines, etc.
3. Sealed bids are required.
4. A public bid opening must be conducted at the date/time/location included in the solicitation notice.

9. Bid Deposit, Performance Bond and Non-Collusion Affidavit for Public Works Improvement Projects

Whenever competitive quotes are required, a bidder may be required to make a deposit in the form of a certified check or bid bond in an amount equal to, but not less than five percent (5%) of the total bid, which percentage shall be specified in the call for bids. As part of any bid submitted, the bidder shall be required to warrant that the bid is a genuine bid, and that he/she has not entered into collusion with any other bidder or any other person. All public works contractors shall furnish a performance bond in an amount equal to the total amount of the contract and an executed and notarized non-collusion affidavit on a form approved by the City Attorney. In lieu of a performance bond on contracts of \$35,000 or less, per RCW 39.08.010, a contractor may choose to have 50 percent (50%) of the contract retained for a period of thirty (30) days after the date of final acceptance.

8. Contracts and Agreements for Services

1. Purchasing Limitations

Purchase limitations apply to the cost related to the acquisition of services to fill a specific business need. Cost is inclusive of any required sales tax and related expenses.

NOTE: All initial agreements with governmental agencies require city council approval.

On-call service contracts will be procured with the processes identified:

- a. Contracts Less than \$100,000
Contracts that have an estimated cost of less than \$100,000 can be procured using an informal request for qualification process. This process requires the City representative to develop a written scope of the project and any criteria used to select the service provider and then select a qualified contractor from the City's service roster. If the City representative does not choose to use the

appropriate roster, then another acceptable form of request for qualification process should be followed.

b. Contracts Greater than \$100,000

The City must use a formal Request for Qualifications (RFQ) and Request for Proposals (RFP) processes, unless this service is already identified in a current contract. The development of an RFQ and RFP along with the proper public notification outlined below shall be made in accordance with this policy below. Emergency Work Exception:

Notwithstanding any other provisions of this policy, the Mayor or designated agent may authorize On-call service contracts as deemed necessary for the emergency.

2. Process

1. Architectural, Landscape Architectural and Engineering/Land Surveying (A&E) Service Contracts.

Procedures set forth in Chapter 39.80 RCW shall be followed for contracts for these services, as defined in RCW 39.80.020. This is a qualifications-based selection process (QBS). Competitive bids are solicited and evaluated based on qualification, without regard to cost. Bids solicitation options are based on complexity and type of work as outlined below:

a. Small Works Roster

MRSC Small Works Roster may be used to solicit bids for contracting these services.

b. Contracts Less than \$100,000

Contracts that have an estimated cost of less than \$100,000 can be procured using an informal request for qualification process. This process requires the City representative to develop a written scope of the project and any criteria used to select the service provider and then select a qualified contractor from the City's architectural, landscape architectural and engineering service roster. If the City representative does not choose to use the appropriate roster, then another acceptable form of request for qualification process shall be followed.

c. Contracts Greater than \$100,000

The City must use a formal request for Statement of Qualifications (RFQ) and Request for Proposals (RFP) processes, unless this service is already identified in a current contract. The development of an RFQ and RFP along with the proper public notification outlined below shall be made in accordance with this policy in the best interest of the City.

The Mayor may in the following circumstances waive the RFQ process for contracts greater than \$100,000, and allow the acquisition of services from the City's architectural, landscape architectural and engineering services roster:

- It is deemed in the best interest of the City to expedite the acquisition of services; or

- It can be demonstrated that there are sufficient consultants on the roster that possess the required qualifications to perform the scope of work; or
- A consultant on the City's roster has previously provided satisfactory service to the City, has previously provided services related to the specific project, and has the qualifications to perform the scope of work.

c. **Contracts Required**

Written contracts are required to purchase architectural, landscape architectural and engineering services.

2. Personal / Professional Services & Consultant Contracts

These services are mostly intellectual in nature and usually tailored to the unique needs of the city.

Examples include, but are not limited to:

Accounting and financial advising, comprehensive plans, grant writing, graphic design, legal services, meeting facilitations, organizational development/strategic planning, public relations, training, utility rate studies

There are no statutory requirements for soliciting purchased service contracts. The city has significant flexibility in determining competitive requirements; however, grant funding may require a specific solicitation process for their funding considerations. Therefore, the guidelines below constitute a suggested process and may be modified as needed.

a. **Contracts Less than \$100,000**

Contracts that have an estimated cost of less than \$100,000 can be procured using an informal request for qualification process. This process requires the city representative to develop a written scope of the project and any criteria used to select the service provider. The city representative will use this information when selecting the contractor to provide the services. Multiple proposals are optional and at the discretion of the Department Head Supervisor, or their designee. If multiple proposals are used to make a selection, a standard process must be used for obtaining all proposals.

b. **Contracts Greater than \$100,000**

The City could use a formal Request for Qualifications (RFQ) process, unless this service is already identified in a current contract. The development of an RFQ along with the proper public notification shall be made in accordance with procedures outlined in this policy.

c. **Contracts Required**

A written contract is required to purchase personal/ professional services and consultant contracts.

Purchase Services Contracts

These services assist with accomplishing routine, continuing, and necessary functions for the city. They are mostly related to physical activities that are

usually repetitive, routine, or mechanical in nature, support the city's day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making.

Example services include, but are not limited to: janitorial, delivery/courier, landscape maintenance/herbicide application, recycling/disposal/litter pickup, data entry, security monitoring, computer hardware/software maintenance and vehicle inspection/lubrication/repair

There are no statutory requirements for soliciting purchased service contracts. The city has significant flexibility in determining competitive requirements; however, grant funding may require a specific solicitation process for their funding considerations. Therefore, the guidelines below constitute a suggested process and may be modified as needed.

d. Contracts Less than \$100,000

Contracts that have an estimated cost of less than \$100,000 can be procured using an informal request for qualification process. This process requires the City representative to develop a written scope of the project and any criteria used to select the service provider. The City representative will use this information when selecting the contractor to provide the services. Multiple proposals are optional and at the discretion of the Department Head Supervisor, or their designee. If multiple proposals are used to make a selection, a standard process must be used for obtaining all proposals.

e. Contracts Greater than \$100,000

The City could use a formal Request for Qualifications (RFQ) process, unless this service is already identified in a current contract. The development of an RFQ along with the proper public notification shall be made in accordance with procedures outlined in this policy.

f. Contracts Required

A written contract should be requested to purchase personal/ professional services and consultant contracts.

SOQ and RFP Processes

Statement of Qualifications (SOQ) consist of the firm's general capabilities, including:

List of principals

Previous projects

Number of employees

Licenses

SOQ is requested when considering one or more contacts for A&E services. An example of the use of SOQ is in selection for general engineering services for the city over an extended period of time.

Request for Proposal (RFP) is used for a specific project. It consists of the following:

SOQ information

Statement of need (scope)

Estimated schedule

Evaluation criteria Proposal elements

Submittal deadline

City's standard term and conditions

Other common RFP elements when applicable may be, but are not limited to:

Background on the city and projects

Reference documents

Whether interviews will be included as part of the selection process

The pre-proposal conference schedule

Public disclosure guidance

Notice that cost incurred in the development of the proposal and the selection process will be assumed by the proposers

Formal certification by the proposer of its authorization to submit the proposal, time validity of the proposal, non-collusion, etc.

Advertising

For contracts under \$100,000 the city may either select 1-3 qualified firms from the roster list, or advertise* for SOQ (and proposals if warranted).

For contracts \$100,000 and above the city must seek formal SOQ and RFP by advertising in the Newspaper of Record, or a newspaper of general circulation most likely to bring response for the appropriate type of contract.

* "Advertise" refers to placing a legal notice in the Newspaper of Record, or a newspaper of general circulation most likely to bring response for the appropriate type of contract for a minimum of 14 calendar days. This time frame and repetition of the notice may vary depending on factors such as; complexity of contract, grant funding requirements or seasonal and holiday issues.

Contract negotiations for SOQ & RFP

Prioritized selection list must be qualification-based

Negotiations with the highest qualified firm, as select by the city selection committee and staff will include refining the scope of work, scheduling deliverables, and negotiating price, with the objective of obtaining the best value for the city.

If the City is not able to negotiate a fair and reasonable price with the most highly qualified firm, it may negotiate with the second-most qualified firm instead, and so on until an agreement is reached with one of the firms or the process is terminated.

9. Attachment #1 – Bid Limit Matrix

Project Bid Limits – Public Works Projects – RCW 35.23.352(1)

For Public Work projects - the estimated cost of the work or improvement, including cost of materials, supplies, equipment (including sales tax and delivery costs)

Type of Purchase or Project	Process (see attached matrix* for details)	Other Requirements	Contract Authorization
Projects less than \$75,500 for single trade or \$150,000 for multiple trades	One quote needed, three recommended	• Appropriate form(s) for prevailing wages • Bond may be required • Retainage may be required • Contract may be required • Insurance required	• Must approved by Council if not included in approved budget
Projects no more than \$75,500 for single trade, or \$150 for multiple trades, and up to \$349,999.99	Must call for bids or use Small Works Roster process to solicit quotes	• Appropriate form(s) for prevailing wages • Bond may be required • Retainage required • Contract required • Insurance required	• Must be budgeted or approved by Council
Projects costing \$350,000 or more	Formal bids	• Prevailing Wage • Insurance • Contract/ Performance bond • Bid bond/deposit	• Must be budgeted or approved by Council

*The Public Works Contract Requirements Matrix is adopted by reference as part of this policy and procedure document.

**On contracts of \$150,000 or less, at the option of the contractor, the City may, in lieu of the bond, retain ten percent (10%) of the contract amount for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

Regardless of cost limits, the City may in its discretion solicit bids at any time.

Project budget authorization may include a project contingency, not to exceed ten percent (10%). If additional budget authority is needed for the project, Council must approve the increase for budget amendment prior to approval of the contract.

Public Works Project done by Public Works Department labor – RCW 35.23.352(1)

Project types	Conditions	Approval
Single craft project up to \$75,500	Management of labor and material, supplies and equipment	Approval by Council if not in budget
Multi-craft projects up to \$150,000	Management of labor and material, supplies and equipment	Approval by Council if not in budget
Projects up to \$300,000 in labor (**material) cost only (excludes cost of supplies or equipment)	Must meet the definition of “*prudent utility management”	Approval by Council if not in budget

*Performing work with regular employed personnel, RCW 35.23.352 (1)

** Material is defined as labor as recorded in 2023-12-31-SHB 1621- legislative-recommendation-report.pdf (wa.gov); #5 Definition of Material vs. Equipment and Definition of Prudent Utility Management. See email from Josh Klika, CPPB, NIGP-CPP, Procurement & Contracting Consultant, MRSC, November 3, 2025.

Purchasing Bid Limits (supplies, material, and equipment) RCW 35.23.352(7)

Type of Purchase	Process	Other Requirements	Contract Authorization
Items costing \$40,000 or less	No state law required process	Required 1 quote, request up to 3 quotes	• Must be within department budget for Department Head Supervisor or designee • Non-Budgeted items must be approved by Council
Items costing \$50,000 or less	Small Works Roster	Needs written proposal of known specifications of purchase	• Must be within department budget for Department Head Supervisor approval • Non-Budgeted items must be approved by Council
Items costing more than \$50,000	Must call for bids, use State Bid or other Interlocal Council approved bid process	Publication of RFP if bidding	• Must be within department budget for Department Head Supervisor approval • Non-Budgeted items must be approved by Council

Professional and Personal Services

Type of Purchase	Process	Other Requirements	Contract Authorization
Architectural, Land Surveying, and Engineering Services	Request Statement of Qualifications (RCW 39.80)	• Publish RFQ • Must evaluate on performance and qualifications • Negotiate contract after selection	• Must be approved by Council
On-Call Services up to \$100,000	Require 1 quote, but request 3 quotes if possible	Small Works Roster or another acceptable method	• Must be approved by Council
On-call services more than \$100,000	Formal process	• Publish RFQ • Must evaluate on performance and qualifications Negotiate contract after selection	• Must be approved by Council
All other personal services	No state law required process		• Must be approved by Council

10. Attachment #2 – Responsible Bidder Criteria

- Applies to all public works contracts, no matter what process is used
- Bidder must submit all information before contract is awarded (may be submitted after bid opening)

RCW 39.04.350 – Bidder Responsibility Sworn Statement Outline			
Section	Requirement	Compliance RCW	✓
1a	At time of bid submittal, have a certificate of registration	18.27	
1b	Have current state unified business identifier number		
1c	Have industrial insurance on bidder's employees (if applicable)	Title 51	
	Have Employment Security Dept number	Title 50	
	Have a state excise tax registration number	Title 82	
1d	Not be disqualified from bidding on any PW contract due to nonpayment of prevailing wages and/or certain other registration and licensing requirements.	39.0.010 39.12.065 (3)	
1e	In compliance with Washington State apprenticeship and training council, if apprentices used.	39.04.320 49.04	
1f	Received training on requirements relating to PW and prevailing wage	39.12	
	Bidder have designated person(s) trained on requirements through Dept of Labor and Industries (exemption: bidders that have completed 3 or more PW projects and had a valid WA business license for 3 or more years). These records available on L&I website		

RCW 39.04.350 – Bidder Responsibility Sworn Statement Outline			
Section	Requirement	Compliance RCW	✓
1g	Within 3-year period immediately preceding date of the bid solicitation, not to have willfully violated compliance RCWS. (as determined by final, binding citation, or L&I assessment notice, or civil judgment by a court of limited or general jurisdiction.	49.48.082 49.46 49.48 49.52	
2	Before award of a PW contract, bidder shall submit to City a signed statement that they are in compliance with Section 1g	5.50	

RCW 39.04.350 – Supplemental Criteria			
Section	Requirement	Compliance RCW	✓
3	State or municipality may adopt supplemental relevant criteria for determining bidder responsibility		
3a	Invitation to bid or bidding documents must include basis for evaluation and deadline for appealing a determination that bidder is not responsible		
3b	Potential bidder may request supplemental criteria added. May require the City to issue an addendum to the bidding documents		
3c	Failure of bidder to supply documents; City may used to determine bidder not responsible.		
3d	If City determines bidder not responsible, determination must be in writing and bidder may appeal. If final determination is affirmed, City may not execute a contract with any other bidder for an additional two business days		
4	State may develop additional criteria	39.10.220	