



CITY OF MATTAWA
COUNCIL MEETING AGENDA
October 03, 2024
5:30 P.M.

Call to Order:

Roll Call: Mayor Maria Celaya, Sun Hwang, Brian Berghout, Silvia Barajas, Tony Acosta,
Alex Heredia, Fabiola Hernandez, Wendy Lopez, student liaison Yurixa Martinez

I. Additions/Approval of Agenda:

II. Public Comments:

III. Consent Agenda/Informational:

- Zply Fiber – Contract Update
- Minutes- Council Meeting 09.19.24
- Gray & Osborne Project Summary 09.25.24
- 2024 Claims EFT & Checks Approval #20654-20677 -- \$177,228.06
- 2024 Payroll EFT & Checks Approval #31974-31980 -- \$127,255.11
- Treasurer Report

IV. Reports:

Mayor Report

Council Report

Police Department Report

Public Works Department Report

V. **Council, Items for Motion (Old Business):**

None.

VI. **Council, Items for Motion (New Business):**

1. DWSRF Loan Agreement - Mattawa Well, Telemetry & Pressure Zone Improvements
2. Change Order for WWTF Improvements Project
3. Awarding of the Well 2 Re-Equipping Project
4. Accept Basketball Court Sidewalk Project as Complete
5. Radar Upfitting both Ford F-150's Police Interceptors
6. Procurement of Sewer Equipment Jet Trailer
7. Resolution No. 24.10.07 Updating Community Events 2024

VII. **Adjournment:**

* Closed Session: Labor Negotiations

Anabel Martinez

From: Jay, Brian <brian.jay@ziply.com>
Sent: Friday, September 20, 2024 11:05 AM
To: Anabel Martinez
Cc: McCurdy, Bobby
Subject: City of Mattawa / Ziplly Wireless telecommunications facilities agreement
Attachments: City of Mattawa Lease Addendum 1.1.2024-12.31.2024.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: External Email

Hi Anabel,
We have appreciated your partnership with the telecommunications facilities agreement dated January 1, 2018 between the City of Mattawa and iFiber Communications/ZiPLY Wireless. The lease expires December 31, 2024 and we have decided not to renew the lease. The most recent addendum is attached for reference.

Let us know if you have any questions.

Thanks,
The logo for Ziplly Fiber, with "ziPLY" in green and "fiber" in blue below it.

Brian Jay, VP, Treasury & Risk Management
425.739.1384 (o) 708.557.0242 (m)
brian.jay@ziply.com
ziplyfiber.com

**FIRST ADDENDUM TO AGREEMENT FOR SERVICES AND USE OF CITY FACILITIES
FOR TELECOMMUNICATIONS FACILITIES**

This First Addendum to the Agreement for Services and Use of City Facilities for Telecommunications Facilities entered into effective January 1, 2018, ("Effective Date") by and between IFiber Communications Corporation, dba Saddle Mountain Wireless, Inc. and subsequently assigned to Ziplly Wireless, LLC, (herein "Contractor"), and the City of Mattawa, Washington, a municipal corporation ("the City" or "Lessor").

In consideration of the mutual promises and obligations set forth herein, the parties agree to amend the Agreement as follows:

1. Section 4 titled "Term", is amended as follows:

The term of this lease is for one year beginning on January 1, 2024 and expiring on December 31, 2024.


All other provisions of the Agreement shall remain unchanged.

In Witness Whereof, the parties hereto execute the Addendum to be effective on the Effective Date stated above.

LESSOR/CITY

CONTRACTOR


By: Maria Celaya, Mayor


By: BENJAMIN JAY
Title: VP, TREASURY + RISK

STATE OF WASHINGTON)
)
) SS
COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that Maria Celaya is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Mayor and Lessor and acknowledged it to be her free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: July 20, 2023.

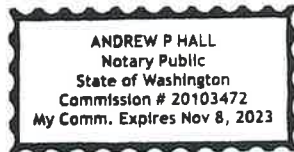


Anabel Martinez
Anabel Martinez
Notary Type or Print Name
NOTARY PUBLIC for State of Washington,
residing at: Mattawa, WA
My commission expires: 8/19/23

STATE OF WASHINGTON)
)
) SS
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Brian Jay is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Contractor and acknowledged it to be his free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 8-30 - , 2023.



Andrew P. Hall
ANDREW P. HALL
Notary Type or Print Name
NOTARY PUBLIC for State of Washington,
residing at: KING COUNTY
My commission expires: 11-8-2023

42.24.090, have been recorded on a listing which has been made available to the Council for approval and is retained for public inspection at city hall.

** As of September 19th, 2024, the Council approved payment of 2024 Claims EFT & checks approval #20629-20653 in the amount of \$141,570.04, 2024 Payroll EFT approval in the amount of \$9,800.00.

***** M/s; Acosta / Heredia motion that bills, checks, payroll, 09.05.24 meeting minutes be approved. Motion carried.***

IV. Reports:

Mayor's Report

**Mayor met with Audrey Hudgins from Seattle U in regard to the recommendations on the report on the H2A's. Recommendations were about transportation, communication of street safety and communication of community events.

Council Report

**Councilman Acosta mentioned that there were lots of traffic in the city on Saturday from the church event, people were on horses possibly drinking. Mayor Celaya recommended the council to reach out to Our Lady of the Desert Parish to give feedback on the event.

**Councilwoman Hernandez mentioned she spoke to HS principal about the concerns from the graduation parade. "How can the drinking and fireworks be monitored during the parade? Chief Zesati has been in conversation with the HS Principal on solutions, it has been recommended to have the parade before the graduation ceremony. Chief will continue to work with HS admin on this.

Police Department Report

**There were only two calls for service on Saturday night. Officers dealt with a DUI/hit and run for about two hours. Councilman Berghout expressed appreciation for the police department being active during patrol.

Public Works Department Report

**Well No. 2 Rehabilitation construction Project is out for bid; several contractors have inquired about it.

**The church parade this past Saturday started later than expected.

**Staff is working on lead service line inventory survey & painting crosswalks.

**Thanks to Rio for helping out at the park.

**Councilwoman Hernandez would like to see traffic flags for pedestrians to use at the roundabout. Juan has contacted WSDOT about the pedestrian traffic at the roundabout, he will follow up with WSDOT. Mayor Celaya recommended that the council also contact WSDOT with their concerns.

V. Council, Items for Motion (Old Business):

1. Water & Sewer GFC Study & Analysis Review

Councilman Acosta asked if we foresee any changes in fees if the study is reassessed? Jamin stated we would most likely see an increase based on current and future projects/needs in sewer and water. No action taken from council.

VI. Council, Items for Motion (New Business):

1. *Community Coalition of Churches*

Rio Hirai, community member and Bishop from the Church of Jesus Christ of Latter-Day Saints. Rio appreciates what the City Council has done to bring in more taxable base. The first week in September is service day for the church. They has 29 volunteers from the church volunteer in a project at the park on September 7th, they also did other work in the community. Rio invites the City Council to come up with ideas for service opportunities. Rio invites churches, community members, City Council and police to work together to enhance and make our community a better place. A recommendation was made to have community members sign up to have graffiti removed from their personal property.

2. *Final Progress Estimate #1 Basketball Court & Parking Lot Improvements Project*
Juan informed that the project has been completed as envisioned. M/s; Berghout / Lopez motion to approve. Motion carried.

VII. Adjournment:

The council meeting was adjourned at 6:30 P.M. M/s; Berghout / Heredia. Motion carried.

Respectfully submitted,

Anabel Martinez, City Clerk

Maria Celaya, Mayor

Gray & Osborne/City of Mattawa Project Summary (9/25/24)

Development Projects

Hwang Subdivision – Mike Meskimen, Julio Renteria

Project Number: 21845.05/24858.03

Funded: Developer Contributions

- Preliminary subdivision approval granted
- Development agreement completed
- Completed review of construction drawings
- Completed preconstruction conference
- Changes to the construction drawings are being made to satisfy County requirements
- Part-inspection will be provided during construction

Bodrero Development – Mike Meskimen, Jamin Ankney

Project Number: 21845.07/21845.21

Funded: Developer Contributions

- Preliminary subdivision review period complete
- Completed review of construction drawings
- Completed preconstruction conference
- Currently providing inspection of ongoing construction

Transportation Projects

Government Road Multi-Use Pathway – Julio Renteria, Mike Meskimen, Russ Powers (funding)

Project Number: 21815

Funded: CDBG/City Funds (Developer Contributions)

- 10-foot-wide path from Steven Street to Mansion.
- Construction closeout ongoing
- **Total Budget: \$715,000**

Riverview Avenue Improvements

Project Number: 23844

Project Completion: July 2024

Funded: TIB/City

- Design completed
- The project was accepted as completed at the 9/5 council meeting
- **Total Budget: \$100,000**

TIB Applications – Mike Meskimen, Julio Renteria, Michael Woodkey

Project Number: OH230.42

- Applications were due August 9, 2024
- A TIB application was submitted and is under agency review

- TIB has offered the City an out-of-call project

Government Road Feasibility Study Update – Mike Meskimen, Julio Renteria, Michael Woodkey

- City may budget this effort for next year
- City to determine next steps desired
- Updated cost ranges provided by G&O for budgeting

Water System Projects

Well 2 – Re-equipping Design and CA – Jamin Ankney, Steve Wagner, Jared McMeen

Project Number 22867/24846

Project Completion: August 2024

Funded: City Water Fund/Public Works Board

- Final design and construction funding for the project will be from the PWB
- A funding scope change is being processed that will increase the grant to 50%
- The final design has incorporated comments based on review by City, PWB, DOH, and building department
- The project advertised for bids on September 10 and will open bids on October 1
- **Total Budget: \$666,237**

Water System Capacity Analysis – Jamin Ankney, Jared McMeen

Project Number: 24816

Project Completion: July 2024

Funded: City Water Fund

- DOH has approved the analysis
- The City now has 1,026 approved connections
- **Total Budget \$21,000**

CDS Funding Compliance Assistance – Russ Powers, Jamin Ankney

Project Number: 24846

Project Completion: October 2024

Funded: CDS funding

- G&O is completing the paperwork for CDS funding
- Confirmation has been received that this effort will be reimbursed from the CDS funding
- **Total Budget \$7,780**

Re-equipping Well 2 Construction/Well 5/Pressure Zone Improvements – Jamin Ankney, Jared McMeen, Russ Powers (funding)

- Applied for Congressional Funding Application – Received funding
- Applied for Legislative Appropriation – Did not receive funding
- Applied to CDBG – Did not receive funding
- Applied to PWB – Received funding
- Applied to DWSRF – Received funding – terms still TBD.

- Added SCADA upgrades to funding application to DWSRF
- Based on discussion with funders PWB funding will be used for Well 2, while the rest of the project will be funded by DWSRF and CDS
- **Total Budget: \$7,200,000**

SCADA Upgrade – Jamin Ankney, Brad Bailey (Conley Engineering)

- Project Number: TBD
- Project Completion: 2025
- Funded: DWSRF
- City has had recent issues with the SCADA system and is working with Connetix to address the issues.
- Connetix provided a cost estimate for improvements for use in procuring future funding
- **This project is included within the City's DWSRF funding package**
- **Total Budget: \$240,000**

Future/Pending Water System Projects

Water Rights – Aspect Consulting, Jamin Ankney

- **Total Budget: Not an active project**

Reservoir Project – Jamin Ankney, Myron Basden

- Coating Project
- Reservoir No. 1 – No need to evaluate until 2029.
- Reservoir No. 2 – Need to evaluate in 2025 for potential coating project.
- **Total Budget: Not an active project**

Wastewater System Projects

WWTF Fire Assistance – Nancy Wetch, Russ Powers

Project Number: 20827

Project Completion: November 2023

Funded: Insurance Reimbursement/City Funds (Ecology Emergency Funding)

- Phase 1 – Blower Procurement
- Phase 2 – Building Restoration
- Phase 3 – Equipment Installation
- **Total Budget: The total cost of the fire response, cleanup, design, construction, etc., is not completely known at this time as costs are still being assembled and approved by the insurance company.**

Initial Emergency Response (G&O does not have total cost)

Engineering: \$414,840 (insurance will reimburse)

Phase I: \$93,505.84 (insurance will reimburse)

Phase II: \$320,864 (insurance will reimburse)

Phase III: \$1,189,148 (working on insurance reimbursement, City will be responsible for some costs – TBD)

- City has all costs in hand and can proceed with closeout
- The City will still need to pay the retainage to Apollo, but can request this from the insurance now
- Apollo produced invoices for use by the City with the insurance company
- Apollo has indicated that they will address the baseboard warranty issue
- Apollo has been notified about the filtrate pump issue

WWTF Improvements Construction – Tim DeVries, Nancy Wetch, Jamin Ankney

Project Number: 19044.01

Project Completion: 2025 (for construction completion)

Funded: Ecology Water Quality Funding

- Construction is ongoing
- Current schedule appears to extend beyond the allowed construction days – an updated schedule has been received and a response has been provided to the contractor
- Ecology has added the control panel upgrades to the funding agreement and a change order proposal for this work is pending
- **Total Budget \$5,883,000 (includes design, construction, construction administration)**

WWTF Solids Handling Analysis – Nancy Wetch, Jamin Ankney

Project Number: 23813

Project Completion: July 2024

- Council presentation was completed on 7/18
- Council approved a funding application to Ecology at the August 15 council meeting
- Ecology funding applications are due October 15
- **Total Budget \$24,200**

Sewer System Improvements (Portage Avenue LS Elimination) – Jamin Ankney, Justin Wies

Project Number: 24817

Project Completion: 2025

Funded: Ecology Grant/Loan

- Ecology is finalizing the funding agreement
- City has obtained signed landowner agreements with the property owners to complete the preliminary work
- Completion of the environmental/cultural review and survey is ongoing
- Ecology has indicated that a cultural resource survey will be required prior to ground disturbing activities
- Slight changes in the proposed route are being made to better serve future development in the area
- **Total Budget \$207,500**

Other Projects

RCO COAF Funding – Russ Powers, Jamin Ankney, Justin Wies

- City completed the preliminary application for RCO funding.
- The City made the preliminary list and was invited to submit a full application.
- **The funding application has been submitted to RCO**

Basketball Courts – Julio Renteria

Project Number 22861

Project Completion: August 2024

Funded: Foundation Grant/City

- Bids received exceed funding
- **Construction is complete**
- **Total Budget \$125,000**

City Hall Feasibility Analysis – Jamin Ankney, Myron Basden

Project Number 23856

Project Completion: November 2023

Funded: City

- Electrical review was completed Monday, September 18
- Structural/HVAC review was completed Monday, October 2
- Memo report was submitted today for staff and council review prior to the November 2 council meeting.
- The 60-day due diligence period ended on November 14
- **City could consider funding options for the selected alternative.**
- **City may consider proceeding with conceptual design to aid in future funding efforts.**
- **Total Budget \$27,700**

Easement Preparation – Jamin Ankney, Larry Benson

Project Number: 24949

Project Completion: July 2024

Funded: City Funds

- **City staff coordinating locations of proposed easements**
- **Draft easements were completed for City review and use**
- **Total Budget \$2,500**

Next Meeting – October 22, 2024, 3:30 pm

ACCOUNTS PAYABLE

City Of Mattawa

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
17571	10/03/2024	10/03/2024	3627 ANATEX LABS INC-SPOKANE	60.00	WWTP RC Sample
	535 10 41 02	Testing Samples	405 000 535 Sewer Operatin	60.00	WWTP RC Sample
17593	10/03/2024	10/03/2024	3627 ANATEX LABS INC-SPOKANE	240.00	DW RC Samples
	534 10 41 02	Chemical Samples	401 000 534 Water Operatin	240.00	DW RC Samples
17577	10/03/2024	10/03/2024	3270 AVALOS JR, BALTAZAR	123.16	Reimbursement- Parts/Supplies
	521 22 35 00	LE Equipment/Supplies	001 000 521 Current Expens	10.69	AR-15 Parts
	521 22 35 00	LE Equipment/Supplies	001 000 521 Current Expens	112.47	Ar-15-Sling
17594	10/03/2024	10/03/2024	1886 CENTURY LINK	72.99	WWTF SCADA System
	535 10 42 00	Telephone	405 000 535 Sewer Operatin	72.99	WWTF SCADA System
17595	10/03/2024	10/03/2024	1886 CENTURY LINK	133.17	Lift Station
	535 10 42 00	Telephone	405 000 535 Sewer Operatin	133.17	Lift Station
17602	10/03/2024	10/03/2024	108 CONSOLIDATED DISPOSAL	23,115.38	Waste Services
	537 10 33 00	Consolidated Disposal	420 000 537 Solid Waste Fu	23,115.38	Waste Services
17603	10/03/2024	10/03/2024	108 CONSOLIDATED DISPOSAL	468.11	Fall Clean Up 2024
	537 50 41 00	Spring Clean Up	420 000 537 Solid Waste Fu	468.11	Fall Clean Up 2024
17589	10/03/2024	10/03/2024	121 DAILY JOURNAL OF COMMERCE	479.40	Ad. Well 2 Re-Equipping
	534 10 41 04	Publishing	401 000 534 Water Operatin	479.40	Ad. Well 2 Re-Equipping
17590	10/03/2024	10/03/2024	2304 FIRST BANKCARD	401.57	Credit Card Expenses-MPD
	521 10 49 00	Professional Services	001 000 521 Current Expens	93.71	Office Phone Lines
	521 10 49 00	Professional Services	001 000 521 Current Expens	121.72	Schedule Anywhere License
	521 22 35 00	LE Equipment/Supplies	001 000 521 Current Expens	92.98	Belts/cuff Case/magazine Pouch Holder
	521 22 35 00	LE Equipment/Supplies	001 000 521 Current Expens	93.16	Magpul Sling
17591	10/03/2024	10/03/2024	2304 FIRST BANKCARD	964.42	Credit Card Expenses-Clerks
	514 23 31 02	Office Supplies	001 000 514 Current Expens	132.21	Trash Bags/toilet Paper
	514 23 31 02	Office Supplies	001 000 514 Current Expens	9.84	Hand Soap
	518 10 31 00	Uniforms	001 000 518 Current Expens	351.21	Uniforms Clerks- Vest
	518 23 42 14	Telephone/Internet Expense	001 000 518 Current Expens	74.90	City Hall Internet
	518 23 42 14	Telephone/Internet Expense	001 000 518 Current Expens	50.46	Office Phone Lines
	518 23 42 14	Telephone/Internet Expense	001 000 518 Current Expens	33.33	Website Monthly Fee

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
521 10 49 00	Professional Services		001 000 521 Current Expens	33.33	Website Monthly Fee
534 10 31 00	Office Supplies		401 000 534 Water Operatin	44.44	Batteries/Photo Album/SDS Binders
534 10 41 05	Professional Services		401 000 534 Water Operatin	56.00	WWTF Internet
534 10 41 05	Professional Services		401 000 534 Water Operatin	16.67	Website Monthly Fee
534 10 42 00	Telephone		401 000 534 Water Operatin	50.46	Office Phone Lines
535 10 31 00	Office Supplies		405 000 535 Sewer Operatin	44.44	Batteries/Photo Album/SDS Binders
535 10 41 04	Professional Services		405 000 535 Sewer Operatin	16.67	Website Monthly Fee
535 10 42 00	Telephone		405 000 535 Sewer Operatin	50.46	Office Phone Lines
17592 10/03/2024 10/03/2024 2304 FIRST BANKCARD				1,079.90	Credit Card Expenses-PW
534 10 31 00	Office Supplies		401 000 534 Water Operatin	16.25	Cable USB
534 10 41 05	Professional Services		401 000 534 Water Operatin	69.95	Shop Internet
534 10 41 05	Professional Services		401 000 534 Water Operatin	2.99	Icloud Storage
534 10 43 00	Travel & Training		401 000 534 Water Operatin	106.00	Juan-WDM 4 Exam
534 10 43 00	Travel & Training		401 000 534 Water Operatin	106.00	Jose F.- WDM 2 Exam
535 10 35 00	Small Tools & Equipment		405 000 535 Sewer Operatin	93.21	Socket Set
535 10 41 04	Professional Services		405 000 535 Sewer Operatin	21.67	Adobe Acrobat
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	79.02	Break Tail Light
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	62.87	Pressure Washer/Charger Fast/Washer Hose/ Washer AdapterWasher Extention
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	35.76	Pressure Washer/Charger Fast/Washer Hose/ Washer AdapterWasher Extention
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	256.51	Pressure Washer/Charger Fast/Washer Hose/ Washer AdapterWasher Extention
542 30 48 00	City Street Maintenance		101 000 542 Street Fund	81.97	Nozzle Tips/Spray Gun
576 80 31 02	Skateboard Park Supplies		001 000 576 Current Expens	147.70	U-Shape Crack Squeeges
17584 10/03/2024 10/03/2024 1698 GRANT COUNTY PUD				4,418.71	Power Billing August 2024
518 30 47 14	City Hall Utilities		001 000 518 Current Expens	188.29	City Hall
534 10 47 01	Utilities		401 000 534 Water Operatin	3,990.86	707 2nd Well
534 10 47 01	Utilities		401 000 534 Water Operatin	48.93	Boundary Ave
572 20 47 00	Library - Utility Services		001 000 572 Current Expens	83.46	Library
576 80 47 00	Park Utilities		001 000 576 Current Expens	26.16	106 Portage Ave
576 80 47 00	Park Utilities		001 000 576 Current Expens	29.60	Park
576 80 47 00	Park Utilities		001 000 576 Current Expens	27.46	Control Circuit
576 80 47 00	Park Utilities		001 000 576 Current Expens	23.95	Outlets
17585 10/03/2024 10/03/2024 1698 GRANT COUNTY PUD				2,727.12	Power Billing August 2024
534 10 47 01	Utilities		401 000 534 Water Operatin	32.71	709 1st Street
535 10 47 00	Utilities		405 000 535 Sewer Operatin	82.23	8th Portage Ave

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
535 10 47 00	Utilities		405 000 535 Sewer Operatin	2,444.87	U Rd
576 80 47 00	Park Utilities		001 000 576 Current Expens	107.36	104 Portage Ave
576 80 47 00	Park Utilities		001 000 576 Current Expens	59.95	710 1st Street
17600	10/03/2024	10/03/2024	237 H. D. FOWLER CO	5,996.46	PW-Parts/Supplies
534 10 48 01	Meter Installations		401 000 534 Water Operatin	135.95	Gaskets/PVC/Sewer Saddle
534 10 48 01	Meter Installations		401 000 534 Water Operatin	3,817.43	Angle Valves
534 10 48 01	Meter Installations		401 000 534 Water Operatin	-300.88	Gaskets/PVC/Sewer Saddle
534 10 48 01	Meter Installations		401 000 534 Water Operatin	-1,625.44	Gaskets/PVC/Sewer Saddle
534 10 48 03	System Repair & Maintena		401 000 534 Water Operatin	86.56	Meter Volts
534 10 48 03	System Repair & Maintena		401 000 534 Water Operatin	455.84	Gaskets/PVC/Sewer Saddle
535 00 48 01	Sewer Installations		405 000 535 Sewer Operatin	3,427.00	Gaskets/PVC/Sewer Saddle
17580	10/03/2024	10/03/2024	2823 HERNANDEZ, JAZMIN E	242.80	Reimbursement For Mileage WFOA Training In Yakima
514 23 43 00	Travel & Education		001 000 514 Current Expens	242.80	Reimbursement For Mileage WFOA Training In Yakima
17573	10/03/2024	10/03/2024	3731 INLAND ENVIROMENTAL RESOURCES INC	1,355.00	PW-Supplies
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	1,355.00	Magnesium Hydro
17574	10/03/2024	10/03/2024	3731 INLAND ENVIROMENTAL RESOURCES INC	157.50	PW-Supplies
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	157.50	Magnesium Hydroxide
17598	10/03/2024	10/03/2024	2311 MARTINEZ, ANABEL	65.21	Mileage Reimbursement- WWFOA Conference Yakima
514 23 43 00	Travel & Education		001 000 514 Current Expens	81.21	Mileage Reimbursement- WWFOA Conference Yakima
514 23 43 00	Travel & Education		001 000 514 Current Expens	-16.00	Per Diem Losging Exceeded
17588	10/03/2024	10/03/2024	324 MULTI AGENCY COMMUNICATION CENTER	2,481.70	Dispatch Services October 2024
522 20 42 02	MACC - Communications		107 000 522 Public Safety T	2,481.70	Dispatch Services October 2024
17583	10/03/2024	10/03/2024	1993 ORKIN PEST CONTROL	133.32	Pest Control 9/6/2024
518 30 48 00	Repair And Maintenance		001 000 518 Current Expens	133.32	Pest Control 9/6/2024
17578	10/03/2024	10/03/2024	2798 PACIFIC OFFICE AUTOMATION	247.64	Monthly Equipment For August 2024
518 70 45 01	Copier Lease		001 000 518 Current Expens	61.91	Monthly Equipment For August 2024

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521 10 49 00	Professional Services		001 000 521 Current Expens	61.91	Monthly Equipment For August 2024	
534 10 45 01	Copier Lease		401 000 534 Water Operatin	61.91	Monthly Equipment For August 2024	
535 10 45 01	Copier Lease		405 000 535 Sewer Operatin	61.91	Monthly Equipment For August 2024	
17579	10/03/2024	10/03/2024	2798	PACIFIC OFFICE AUTOMATION	407.72	Ink Usage For The Month Of Augsut 2024
591 14 70 01	Copier Machine Lease - Clk		001 000 591 Current Expens	81.54	Ink Usage For The Month Of Augsut 2024	
591 21 70 03	Copier Machine Lease - PD		001 000 591 Current Expens	81.54	Ink Usage For The Month Of Augsut 2024	
591 34 70 01	Copier Machine Lease - PW		401 000 591 Water Operatin	81.54	Ink Usage For The Month Of Augsut 2024	
591 35 70 02	Copier Machie Lease - PW		405 000 591 Sewer Operatin	81.54	Ink Usage For The Month Of Augsut 2024	
591 37 70 01	Copier Machine Lease - PW		420 000 591 Solid Waste Fu	81.56	Ink Usage For The Month Of Augsut 2024	
17597	10/03/2024	10/03/2024	2729	QUADIENT FINANCE USA INC.	100.00	Postage Machine
514 23 31 00	Postage		001 000 514 Current Expens	33.33	Postage Machine	
534 10 30 02	Postage		401 000 534 Water Operatin	33.33	Postage Machine	
535 10 31 01	Postage		405 000 535 Sewer Operatin	33.34	Postage Machine	
17576	10/03/2024	10/03/2024	1247	RIO'S AUTO AG SUPPLY	113.13	PW-Parts/Supplies
535 10 48 04	System Repairs / Maintenar		405 000 535 Sewer Operatin	97.56	Tine Pitch Screeen	
576 80 31 02	Skateboard Park Supplies		001 000 576 Current Expens	15.57	Nuts	
17581	10/03/2024	10/03/2024	3299	SOILTEST FARM CONSULTANTS INC	1,118.00	WWTP Rc Samples
535 10 41 02	Testing Samples		405 000 535 Sewer Operatin	1,118.00	WWTP Rc Samples	
17599	10/03/2024	10/03/2024	3405	STERICYCLE INC	148.97	Shredding Services 8/30/2024
518 30 49 14	Professional Services		001 000 518 Current Expens	74.49	Shredding Services 8/30/2024	
521 10 49 00	Professional Services		001 000 521 Current Expens	74.48	Shredding Services 8/30/2024	
17582	10/03/2024	10/03/2024	1979	THE BUILDING DEPARTMENT LLC	4,394.95	Building Permit Review Plans
558 50 41 00	Building Permit & Plan Rev		001 000 558 Current Expens	4,394.95	Building Permit Review Plans	
17586	10/03/2024	10/03/2024	2140	THINK TANK SANITATION INC.	765.00	Portable Restrooms
576 80 47 00	Park Utilities		001 000 576 Current Expens	765.00	Portable Restrooms	
17587	10/03/2024	10/03/2024	732	U.S CELLULAR	761.92	MPD-Cell Phone Services
521 20 42 00	Telephone		001 000 521 Current Expens	761.92	MPD-Cell Phone Services	
17596	10/03/2024	10/03/2024	732	U.S CELLULAR	520.04	PW/Clerks/Mayor Cell Phone Services
518 23 42 14	Telephone/Internet Expense		001 000 518 Current Expens	193.78	Clerks/Mayor Cell Phone Services	

ACCOUNTS PAYABLE

City Of Mattawa

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 10 42 00 Telephone			401 000 534 Water Operatin	108.75	PW Cell Phone Services
535 10 42 00 Telephone			405 000 535 Sewer Operatin	108.75	PW Cell Phone Services
537 10 42 00 Telephone			420 000 537 Solid Waste Fu	108.76	PW Cell Phone Services
17601 10/03/2024 10/03/2024 3362 VISION MUNICIPAL SOLUTIONS LLC				6,783.67	2024 Annual Subscription Office 365 Email,Microsoft And Sonic Wall
511 60 41 00 Elected Officials - Professic			001 000 511 Current Expens	855.36	2024 Annual Subscription Office 365 Email,Microsoft And Sonic Wall
518 80 41 01 Computer Support/Mainten			001 000 518 Current Expens	1,772.28	2024 Annual Subscription Office 365 Email,Microsoft And Sonic Wall
521 10 41 01 Civil Service Commission			001 000 521 Current Expens	213.84	2024 Annual Subscription Office 365 Email,Microsoft And Sonic Wall
521 10 49 00 Professional Services			001 000 521 Current Expens	2,037.96	2024 Annual Subscription Office 365 Email,Microsoft And Sonic Wall
534 10 41 05 Professional Services			401 000 534 Water Operatin	634.74	2024 Annual Subscription Office 365 Email,Microsoft And Sonic Wall
535 10 41 04 Professional Services			405 000 535 Sewer Operatin	634.74	2024 Annual Subscription Office 365 Email,Microsoft And Sonic Wall
537 10 41 02 Professional Services			420 000 537 Solid Waste Fu	634.75	2024 Annual Subscription Office 365 Email,Microsoft And Sonic Wall
17575 10/03/2024 10/03/2024 748 WEAVER DISTRUBUTING				11.12	PW-Parts/Supplies
535 10 48 04 System Repairs / Maintenar			405 000 535 Sewer Operatin	11.12	Washers/Nuts
17572 10/03/2024 10/03/2024 3228 WHITNEY EQUIPMENT COMPANY INC.				1,450.39	WWTP Filtrate Liftstation Pump Inspection
535 10 48 04 System Repairs / Maintenar			405 000 535 Sewer Operatin	1,450.39	WWTP Filtrate Liftstation Pump Inspection

Report Total: 61,538.47

Fund	
001 Current Expense Fund	13,825.13
101 Street Fund	81.97
107 Public Safety Tax Fund	2,481.70
401 Water Operating Fund	8,750.39
405 Sewer Operating Fund	11,990.72
420 Solid Waste Fund	24,408.56

ACCOUNTS PAYABLE

City Of Mattawa

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Accts	Pay #	Received	Date Due	Vendor	Amount	Memo
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This report has been reviewed by:

Anabel Martinez
Anabel Martinez - City Clerk

9/30/24
Date

REMARKS:

TREASURER'S REPORT

Fund Totals

City Of Mattawa

07/01/2024 To: 07/31/2024

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Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 Current Expense Fund	964,802.53	141,521.09	104,722.94	1,001,600.68	5,848.99	42,708.19	-43.45	1,050,114.41
101 Street Fund	460,415.92	9,009.05	12,365.96	457,059.01	2,873.04	926.61	0.00	460,858.66
102 Police Vehicle Fund	-2,252.22	0.00	3,269.63	-5,521.85	0.00	0.00	0.00	-5,521.85
103 Multimodal Transportation Fund	92,554.36	0.00		92,554.36	0.00	0.00	0.00	92,554.36
106 LFRF Fund	277,184.97	0.00		277,184.97	0.00	0.00	0.00	277,184.97
107 Public Safety Tax Fund	179,297.98	24,618.53	5,085.52	198,830.99	2,481.70	0.00	0.00	201,312.69
140 Transportation Benefit Fund	397,116.69	7,291.73		404,408.42	0.00	0.00	0.00	404,408.42
350 Capital Improvement Fund	171,180.12	109,874.27		281,054.39	0.00	0.00	0.00	281,054.39
401 Water Operating Fund	919,841.39	98,351.78	73,898.25	944,294.92	250.93	6,961.16	-2,320.43	949,186.58
402 Water Bond Debt Fund	-28,470.06	0.00		-28,470.06	0.00	0.00	0.00	-28,470.06
403 Customer Deposit Fund	600.00	0.00	100.00	500.00	325.70	0.00	0.00	825.70
404 Water Bond Reserve Fund	79,333.63	0.00		79,333.63	0.00	0.00	0.00	79,333.63
405 Sewer Operating Fund	246,796.37	91,369.15	48,930.82	289,234.70	2,638.57	6,269.81	-3,776.85	294,366.23
406 Sewer Debt Fund	382,048.40	2,105.30		384,153.70	0.00	0.00	0.00	384,153.70
407 Water Emergency Fund	62,982.92	244.31		63,227.23	0.00	0.00	0.00	63,227.23
408 Sewer Emergency Fund	21,433.55	83.14		21,516.69	0.00	0.00	0.00	21,516.69
410 Sewer Reserve Fund	84,466.19	327.64		84,793.83	0.00	0.00	0.00	84,793.83
411 Water Capital Improvement	464,469.03	5,801.65	9,609.28	460,661.40	0.00	0.00	0.00	460,661.40
412 Sewer Capital Improvement	-221,170.97	5,000.00	506,419.54	-722,590.51	399.49	0.00	0.00	-722,191.02
413 Water Deposits	12,727.47	0.00		12,727.47	0.00	0.00	0.00	12,727.47
414 Sewer Deposits	12,427.46	0.00		12,427.46	0.00	0.00	0.00	12,427.46
420 Solid Waste Fund	129,335.69	36,813.54	35,476.36	130,672.87	70.80	1,127.01	-2,777.37	129,093.31
460 Water System Construction	73,796.49	0.00		73,796.49	0.00	0.00	0.00	73,796.49
639 Custodial Fund	528.00	0.00		528.00	0.00	0.00	0.00	528.00
	4,781,445.91	532,411.18	799,878.30	4,513,978.79	14,889.22	57,992.78	-8,918.10	4,577,942.69

(A)

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(C)

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TREASURER'S REPORT

Account Totals

City Of Mattawa

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07/01/2024 To: 07/31/2024

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Cash Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 Checking	1,799,957.32	494,808.94	763,434.20	1,531,332.06	-8,614.07	72,882.00	1,595,599.99
2 Petty Cash - PUD	300.00	0.00	0.00	300.00	0.00	0.00	300.00
3 Petty Cash - TOM	400.00	0.00	0.00	400.00	0.00	0.00	400.00
5 LGIP	262,362.26	1,205.72	0.00	263,567.98	0.00	0.00	263,567.98
6 US Bond 3.6 Yr.	1,000,000.00	0.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00
7 US Bond 4 Yr.	1,000,000.00	0.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00
8 US Bond 2.6 Yr.	717,566.13	0.00	0.00	717,566.13	0.00	0.00	717,566.13
9 Xpress EFT	860.20	64,176.02	64,223.60	812.62	-304.03	0.00	508.59
Total Cash:	4,781,445.91	560,190.68	827,657.80	4,513,978.79	-8,918.10	72,882.00	4,577,942.69
	4,781,445.91	560,190.68	827,657.80	4,513,978.79	-8,918.10	72,882.00	4,577,942.69

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(B)

TREASURER'S REPORT

Outstanding Vouchers

07/01/2024 To: 07/31/2024

City Of Mattawa

As Of: 07/31/2024 Date: 09/25/2024

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2024	2406	07/30/2024	Util Pay	1		XPRESS BILL PAY	1,056.14	Xpress Import - CC - 07-30-2024__daily_batch.csv
2024	2407	07/31/2024	Util Pay	1		BATCH UTILITY CUSTOMER	2,653.02	
2024	2408	07/31/2024	Tr Rec	1		MISC/FAX/NOTARY/ETC	10.15	
2024	2409	07/31/2024	Util Pay	1		BATCH UTILITY CUSTOMER	415.25	
2024	2410	07/31/2024	Util Pay	1		BATCH UTILITY CUSTOMER	850.59	
2024	2411	07/31/2024	Tr Rec	1		MARTINEZ, KAREN	4.00	Yard Sale 8/3/2024
2024	2412	07/31/2024	Tr Rec	1		MISC/FAX/NOTARY/ETC	3.00	
2024	2413	07/31/2024	Tr Rec	1		AGUILAR TAPIA, LLAQUELIN	2.00	Yard Sale 8/3/2024
2024	2415	07/31/2024	Tr Rec	1		SANCHEZ, YUDID	2.00	Yard Sale 8/3/2024
2024	2416	07/31/2024	Tr Rec	1		MISC/FAX/NOTARY/ETC	10.00	
2024	2417	07/31/2024	Tr Rec	1		MISC/FAX/NOTARY/ETC	0.15	
2024	2418	07/31/2024	Tr Rec	1		MISC/FAX/NOTARY/ETC	0.15	
2024	2419	07/31/2024	Tr Rec	1		CELAYA, LILIANA	12.00	Yard Sale 8/3/2024
2024	2428	07/31/2024	Util Pay	1		XPRESS BILL PAY	3,595.62	Xpress Import - CC - 07-31-2024__daily_batch.csv
Receipts Outstanding:							8,614.07	
2024	2427	07/31/2024	Payroll	1	EFT	WASHINGTON TEAMSTERS WELFARE TRUST	12,230.40	Pay Cycle(s) 07/01/2024 To 07/31/2024 - Teamsters Medical
2024	2426	07/31/2024	Payroll	1	EFT	WA STATE SUPPORT REGISTRY	508.88	Pay Cycle(s) 07/01/2024 To 07/31/2024 - Child Support
2024	2425	07/31/2024	Payroll	1	EFT	WA STATE DEPT. OF RETIREMENT	12,146.10	Pay Cycle(s) 07/01/2024 To 07/31/2024 - PERS 2; Pay Cycle(s) 07/01/2024 To 07/31/2024 - LEOFF 2
2024	2424	07/31/2024	Payroll	1	EFT	COLUMBIA BANK 1117 MATTAWA	21,894.66	941 Deposit for Pay Cycle(s) 07/01/2024 - 07/31/2024
2024	2423	07/31/2024	Payroll	1	EFT	AWC EMPLOYEE BENEFIT TRUST	8,648.58	Pay Cycle(s) 07/01/2024 To 07/31/2024 - AWC Employee Benefit Trust
2024	2422	07/31/2024	Payroll	1	EFT	AFLAC	495.08	Pay Cycle(s) 07/01/2024 To 07/31/2024 - AFLAC PRE TAX; Pay Cycle(s) 07/01/2024 To 07/31/2024 - AFLAC
2019	2585	09/05/2019	Claims	1	17351	MAYBELINE PANTALEON	46.88	Reimb. On Fuel /Meal During Interview W/ DEA In Spokane, WA
2020	1766	05/07/2020	Claims	1	17808	STRIPE RITE INC.	2,848.04	PW- Parts/Supplies
2020	1769	05/07/2020	Claims	1	17811	U.S. BANK MUN INV. ACCOUNT	26.00	Bank Fee March '20
2020	2166	06/04/2020	Claims	1	17854	JUAN CARLOS LEDEZMA	25.00	Reimbursement Pesticide Field Test
2020	3039	08/06/2020	Claims	1	17967	Martin Rojas - Lopez	5.20	Refund Utility Deposit
2020	3425	09/03/2020	Claims	1	18021	Irma Ponce Garcia	5.30	Refund Utility Deposit
2020	4875	12/17/2020	Claims	1	18259	YESSICA CRUZ GARCIA	15.20	Refund Utility Deposit

TREASURER'S REPORT

Outstanding Vouchers

City Of Mattawa

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2021	597	02/04/2021	Claims	1	18361	JONATHAN HERNANDEZ NUNEZ	100.00	Refund Utility Deposit
2023	1335	05/04/2023	Claims	1	19803	LAUREANO BARAJAS	100.00	Refund Utility Deposit
2023	3344	11/16/2023	Claims	1	20128	ACTION TARGET LAW ENFORCEMENT TARGETS INC	511.18	MPD-Supplies
2023	3353	11/16/2023	Claims	1	20137	RWC GROUP	1,464.14	PW- Maintance On Jetter Truck; PW- Maintance On Jetter Truck
2024	1543	05/16/2024	Claims	1	20436	GRAY & OSBORNE INC	0.00	Basketball Court And Parking Lot Improvements Professiona Services March 24-April 20, 2024; WWTF Improvements CA Professional Services March 24-April 20, 2024; Well 2 Rehabilitation And Re-VOID
2024	1559	05/16/2024	Claims	1	20452	U.S. BANK MUN INV. ACCOUNT	26.00	Bank Fees April 2024
2024	1936	06/20/2024	Claims	1	20506	MARY PEREIRA	100.00	Refund Deposit
2024	2203	07/18/2024	Claims	1	20523	COLUMBIA BASIN HERALD	460.30	Ad. For Six Year Street Plan 2024; Ad. Public Hearing Notice Lift Station Project; Ad. SEPA Determination Of Non Significance Portage Lift Station
2024	2212	07/18/2024	Claims	1	20532	KATHERINE L. KENISON P.S	4,940.00	Legal Fees June '24
2024	2213	07/18/2024	Claims	1	20533	JULIA LUCAS MONTAR	100.00	Refund Utility Deposit
2024	2214	07/18/2024	Claims	1	20534	M-1 TANKS INC.	99.92	Repair Pins
2024	2219	07/18/2024	Claims	1	20539	MULTI AGENCY COMMUNICATION CENTER	2,481.70	Dispatch Services July '24
2024	2224	07/18/2024	Claims	1	20544	PACIFIC OFFICE AUTOMATION	526.36	Monthly Ink Usage May 2024; Monthly Equipment May 2024
2024	2228	07/18/2024	Claims	1	20548	SOILTEST FARM CONSULTANTS INC	1,008.00	WWTF RC Samples
2024	2232	07/18/2024	Claims	1	20552	UNIFORMS 2 GEAR	0.00	MPD-Uniforms/ Clothing-VOID OVER PAID
2019	730	02/28/2019	Payroll	1	31522	BRIAN BERGHOUT	57.71	
2024	1007	03/29/2024	Payroll	1	31933	BRIAN BERGHOUT	115.44	
2024	1356	04/30/2024	Payroll	1	31941	BRIAN BERGHOUT	57.71	
2024	2020	06/28/2024	Payroll	1	31952	ANTONIO D ACOSTA	115.44	
2024	2023	06/28/2024	Payroll	1	31954	BRIAN BERGHOUT	115.44	
2024	2342	07/31/2024	Payroll	1	31959	ANTONIO D ACOSTA	57.71	
2024	2344	07/31/2024	Payroll	1	31960	SILVIA BARAJAS	57.71	
2024	2345	07/31/2024	Payroll	1	31961	BRIAN BERGHOUT	57.71	
2024	2346	07/31/2024	Payroll	1	31962	MARIA MAGGIE CELAYA	873.50	
2024	2349	07/31/2024	Payroll	1	31963	FABIOLA G HERNANDEZ	57.71	
2024	2420	07/31/2024	Payroll	1	31964	TEAMSTERS LOCAL #760	263.00	Pay Cycle(s) 07/01/2024 To 07/31/2024 - Union Dues

TREASURER'S REPORT

Outstanding Vouchers

City Of Mattawa

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2024	2421	07/31/2024	Payroll	1	31965	WA STATE LABOR COALITION	240.00	Pay Cycle(s) 07/01/2024 To 07/31/2024 - Union Dues (PD)
							72,882.00	
2024	2429	07/31/2024	Util Pay	9		XPRESS BILL PAY	304.03	Xpress Import - EFT - 07-31-2024__daily_batch.csv
							Receipts Outstanding: 304.03	
							72,882.00	

Fund	Claims	Payroll	Total
001 Current Expense Fund	5,848.99	42,708.19	48,557.18
101 Street Fund	2,873.04	926.61	3,799.65
107 Public Safety Tax Fund	2,481.70	0.00	2,481.70
401 Water Operating Fund	250.93	6,961.16	7,212.09
403 Customer Deposit Fund	325.70	0.00	325.70
405 Sewer Operating Fund	2,638.57	6,269.81	8,908.38
412 Sewer Capital Improvement	399.49	0.00	399.49
420 Solid Waste Fund	70.80	1,127.01	1,197.81
	14,889.22	57,992.78	72,882.00

TREASURER'S REPORT
Signature Page

City Of Mattawa

07/01/2024 To: 07/31/2024

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We the undersigned officers for the City of Mattawa have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed:  9/25/24 Signed: _____
Clerk / Treasurer / Date Mayor / Date

09/19/2024

City of Mattawa
Mayor Maria Celaya
521 Government Road
Mattawa, WA 99349-5119
amartinez@cityofmattawa-wa-gov



RE: Loan Contract Number: DWL29308-0

Dear Mayor Celaya;

Enclosed is the Drinking Water State Revolving Fund Loan Contract Number identified above for your signature. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work as a formal attachment. Failure to return the contracts within 60 calendar days of the date of this letter may result in your loan offer being withdrawn.

Review, print and sign the document. Once signatures are obtained, scan and return by email to dohcon.mgmt@doh.wa.gov or print and sign a hard copy, and return the originals to us for full execution.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

A non-refundable one-percent loan administration fee will be collected at contract execution (If applicable), including any subsequent amendments where funds are added. The loan amount may be modified to include an amount sufficient to cover the one-percent loan administration fee. In most cases, the fee will be collected in full at contract execution. Please review the terms and conditions of the Loan Contract and all attachments carefully for details.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Department or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred within the contract period of performance, and which have supporting documentation such as receipts or bills.

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,

Rachel Paris
DOH Contract Manager
206.236.4294
Rachel.Paris@DOH.WA.GOV

Enclosures:

ATTACHMENT I: SCOPE OF WORK (PROJECT)
ATTACHMENT II: ATTORNEY'S CERTIFICATION
ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS
ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Washington State Department of Health

DWSRF Municipal Loan Boilerplate

May 2018

Version History		
Date	Revision(s)	Version
05-15-2018	Original - developed via a team of the DWSRF Grant and Loan Unit Supervisor, the DOH Office of Drinking Water Finance Director, the DOH Office of Contracts and Procurement Technical and Policy Advisor, and DOH's Financial Services Assistant Attorney General.	1

1. CONTRACT FACE SHEET

#2023-4209 Loan Number: DWL29308-0
Washington State Department of Health (DOH)
Drinking Water State Revolving Fund (DWSRF)
Municipal

1. Borrower <p style="text-align: center;">City of Mattawa 521 Government Road Mattawa, WA 99349-5119</p>		2. Borrower Doing Business As (optional)	
3. Borrower Type Construction Loan		4. Borrower's Statutory Authority	
5. Borrower Contract Manager Information Name: Maria Celaya Title: Mayor Contractor Contact: Anabel Martinez		6. DOH Contract Manager Rachel Paris P.O. Box 47822 Olympia, WA 98504-7822 360.236.4294 Rachel.paris@doh.wa.gov	
7. Project Name Mattawa Well, Telemetry and Pressure Zone improvements			
8. Loan Amount: \$7,140,000.00 Loan Fee: \$0 Interest Rate: 1.75%	9. Funding Source Federal: <input checked="" type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	10. Start Date DOE	11. End Date 10/01/2048
12. Federal Funding Agency Environmental Protection Agency Catalogue of Federal Assistance (CFDA) Number 66.468			
13. Borrower Tax ID # 91-6016649	14. SWV # 00016836-00	15. Borrower UBI # 600-088-293	16. Borrower UEI # KNN\$U3JRM6Y6
17. Contract Purpose DOH and the party identified above as Borrower, hereafter referred to as BORROWER, have entered into this contract to fund the project identified above that furthers the goals and objectives of the DOH DWSRF Program. The project will be done by the BORROWER as described in the scope of work and this contract. The rights and obligations of the parties are governed by this contract and the following documents incorporated by reference: General Terms and Conditions including Declarations; Attachment I: Scope of Work (Project); Attachment II Attorney's Certification; Attachment III: Federal and State Requirements; Attachment IV: Disadvantaged Business Enterprise Requirements; Attachment V: Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Attachment VI: DWSRF Eligible Project Costs; and Attachment VII: Labor Standard Provisions for Subrecipients that are Governmental Entities. By the signature below, the parties acknowledge and accept the terms of this contract.			
FOR CONTRACTOR SIGNATURE AND DATE		FOR DOH SIGNATURE and DATE	
NAME and TITLE		NAME and TITLE APPROVED AS TO FORM ONLY Mark Calkins, AAG Signature on File	

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 - 3.2. PROJECT INFORMATION (PROJECT)
 - 3.3. CONTRACT COMMUNICATION
 - 3.4. LOAN INFORMATION
 - 3.5. FUNDING INFORMATION
 - 3.6. SPECIAL TERMS AND CONDITIONS
4. **GENERAL TERMS AND CONDITIONS**
 - 4.1. AUTHORITY
 - 4.2. FULL AGREEMENT
 - 4.3. ORDER OF PRECEDENCE
 - 4.4. LOAN AMOUNT
 - 4.5. LOAN FEE
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 - 4.25. HISTORICAL AND CULTURAL REQUIREMENTS
 - 4.26. INDEMNIFICATION
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- 4.29. NONDISCRIMINATION
- 4.30. PREVAILING WAGE
- 4.31. PROCUREMENT
- 4.32. PROHIBITION STATEMENT
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- 4.38. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

- 4.39. SEVERABILITY
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- 4.44. TERMINATION PROCEDURES
- 4.45. WORK HOURS AND SAFETY STANDARDS

- ATTACHMENT I** SCOPE OF WORK (PROJECT)
- ATTACHMENT II** ATTORNEY'S CERTIFICATION
- ATTACHMENT III** FEDERAL AND STATE REQUIREMENTS
- ATTACHMENT IV** DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
- ATTACHMENT V** CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
- ATTACHMENT VI** DWSRF ELIGIBLE PROJECT COSTS
- ATTACHMENT VII** LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

DECLARATIONS

3.1 BORROWER INFORMATION

Legal Name: City of Mattawa
Loan Number: DWL29308-0
Award Year: 2023
State Wide Vendor Number: SWV# 0016836-00

3.2. PROJECT INFORMATION

Project Title: Mattawa Wells, Telemetry and Pressure Zone Improvements
Project Location (City or County): Grant
Project State: Washington
Project Zip Code: 99349

Project Scope of Work (PROJECT): Attachment I, attached hereto and incorporated by reference
See CPAR

3.3 CONTRACT COMMUNICATION

Communications regarding Contract performance is delegated by each party to its Contract Manager. Either party may change its Contract Manager by notice to the other party. Either party may identify on an as needed basis an alternate Contract Manager to serve during the stated temporary absence of its primary Contract Manager. Notices between the parties regarding Contract performance must be provided by written communication to the other party's Contract Manager. Written communication includes email but not voice mail. Notices are presumed received by the other party's Contract Manager upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

3.4 LOAN INFORMATION

Loan Amount: \$7,140,000.00
Loan Fee (Included in loan amount if applicable): \$0
Principal Loan Forgiveness: 48.5%
Loan Term: 24 years
Interest Rate: 1.75%
Payment Month(s): October 1st Annually
Earliest Date for Construction Reimbursement: 12 months prior to contract counter signed by DOH
Time of Performance: 48 months from Contract start date (date of last signature) to project Completion date.

Notice to Proceed: 18 months from Contract start date.

3.5 FUNDING INFORMATION

Total Funds from BORROWER: NA
Source(s) of Funds from Borrower, with assigned amounts per source: NA
Total State Funds: \$2,039,661.00
Total Amount of Federal Award (as applicable): To Be Determined
Total Amount of Loan: \$7,140,000.00
Federal Award Date: To Be Determined
Federal Award ID # (FAIN): To Be Determined
Amount of Federal Funds Obligated by this Action: To Be Determined

3.6 SPECIAL TERMS AND CONDITIONS

N/A

4. GENERAL TERMS AND CONDITIONS

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

4.1. AUTHORITY

Acting under the authority of Section 1452 of the Safe Drinking Water Act (SDWA) Section 130, RCW 39.34, RCW 43.70.040, and RCW 70.119A.170 the Washington State Department of Health (DOH) has awarded BORROWER a Drinking Water State Revolving Fund Loan (LOAN) for the project identified in the Declarations (PROJECT). Under this CONTRACT, BORROWER is a sub-recipient of funds provided by the United States Environmental Protection Agency (EPA), CFDA Number 66.468, Safe Drinking Water State Revolving Fund.

In some CONTRACT attachments, DOH is referred to as "Lender" and BORROWER is referred to as "Contractor."

4.2. FULL AGREEMENT

This CONTRACT contains the full agreement of the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT exists.

4.3. ORDER OF PRECEDENCE

In the event of an inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: The order of precedence for terms and conditions under categories B and C is subject to the proviso that when a contract term or condition appears in more than one contract document, the more specific contract term or condition shall control if the different contract provisions cannot be harmonized.

- A. Applicable local, state, and federal statutes and regulations
- B. Contract amendments
- C. The Contract (in this order)
 - Declarations and Special Terms and Conditions
 - General Terms and Conditions
 - Attachments I – VII

4.4. LOAN AMOUNT

DOH, using funds from the Drinking Water Assistance Account, will loan BORROWER a sum not to exceed the amount shown as LOAN AMOUNT in the Declarations. The LOAN AMOUNT shall not exceed one hundred percent (100%) of the actual eligible PROJECT costs.

4.5. LOAN FEE

If DOH assessed a LOAN FEE, it is shown in the Declarations as LOAN FEE and included in the total LOAN AMOUNT. The fee (if applicable) is one percent (1%) of the loan request and will not be reduced, regardless of the final LOAN AMOUNT at PROJECT completion. If the LOAN FEE applies and the total LOAN AMOUNT is increased by amendment, DOH will assess an additional LOAN FEE equal to one percent (1%) of the additional LOAN AMOUNT. LOAN FEES are non-refundable.

4.6. LOAN TERM

Unless changed by an amendment, the LOAN TERM will not exceed the period of time shown in the Declarations. The repayment period for DOH subsidized loans is twenty-four (24) years from this CONTRACT's start date. The repayment period for non-DOH subsidized loans is twenty (20) years from this CONTRACT's start date.

4.7. INTEREST RATE

The interest rate is stated in the Declarations. Interest is per annum on the outstanding principal balance and starts to accrue from the date DOH releases LOAN FUNDS to BORROWER.

4.8. LOAN FORGIVENESS

If the LOAN qualifies for LOAN Forgiveness, the percent of the LOAN balance that DOH will forgive at PROJECT completion is stated in the Declarations. DOH calculates the amount forgiven when DOH approves the BORROWER's Project Completion Report. The amount forgiven will be based on either the LOAN AMOUNT or BORROWER's ELIGIBLE PROJECT COSTS, whichever is less, and accrued interest.

4.9. RELEASE OF LOAN FUNDS AND REQUIRED DOCUMENTATION

DOH will release LOAN funds to BORROWER to reimburse BORROWER for eligible PROJECT costs. To request reimbursement, BORROWER must submit a signed and completed invoice using a form provided by DOH. The invoice must reference the PROJECT activity performed, and include supporting documentation such as bills, invoices, receipts, and documentation of compliance with CONTRACT requirements as requested by DOH. The invoice must be signed by an official of BORROWER with authority to bind BORROWER.

Invoices must also include a report of the progress made since the last invoice, and the PROJECT status to date. DOH will not release funds until the PROJECT status report and documentation are approved by DOH. Approval will not be unreasonably withheld or delayed. After approving the invoice, documentation, and PROJECT status report, DOH will release funds to BORROWER within thirty (30) days, if BORROWER is not in alleged or actual breach of CONTRACT.

DOH will withhold ten percent (10%) of LOAN funds until DOH confirms that BORROWER has successfully completed all steps for PROJECT COMPLETION. The 10% holdback will be available to BORROWER as part of the last LOAN disbursement.

4.10. TIME OF PERFORMANCE

BORROWER will begin the activities in the PROJECT within thirty (30) calendar days of the CONTRACT start date. BORROWER will issue a 'Notice to Proceed', after the formal award of a construction contract, within eighteen (18) months of the CONTRACT start date.

BORROWER must reach PROJECT COMPLETION within the TIME OF PERFORMANCE. If there are extenuating circumstances, BORROWER may request, in writing, at least ninety (90) calendar days prior to the PROJECT COMPLETION that DOH extend the deadline for PROJECT COMPLETION. At its discretion, DOH may issue an extension. DOH's decision is final and not subject to the dispute clause.

If BORROWER does not meet the requirements of this section, it is a breach of CONTRACT, and DOH may terminate or suspend this CONTRACT.

4.11. PROJECT COMPLETION AMENDMENT AND THE PROJECT COMPLETION REPORT

The PROJECT Completion Amendment determines the final LOAN AMOUNT and LOAN TERM. When activities in the PROJECT are complete, BORROWER will start the process for the PROJECT Completion Amendment by sending DOH the PROJECT Completion Report. In the PROJECT Completion Report, BORROWER will provide the following information to DOH:

- A. A statement of the actual dollar amount spent, from all fund sources, to complete the PROJECT.
- B. A statement that all ELIGIBLE PROJECT COSTS have been incurred. Costs are incurred when goods and services are received and/or contracted work is performed.
- C. Evidence showing BORROWER'S compliance with financial audit requirements of this CONTRACT.
- D. An invoice for the remaining ELIGIBLE PROJECT COSTS.
- E. Documentation of BORROWER's compliance with National Historic Preservation Act, 54 USC Subtitle III.

4.12. LOAN PAYMENTS

BORROWER must begin repaying the LOAN no later than one (1) year after the CONTRACT start date. Payments are due on the first day of the month(s) shown as the PAYMENT MONTH(S) in the Declarations. Payments are principal and interest accrued up to the PAYMENT MONTH(S).

BORROWER can repay in full the LOAN balance, including fees and repayment of LOAN FUNDS for ineligible project costs (if any), at any time or make accelerated payments without penalty. The final payment must be on or before the end of the LOAN TERM.

4.13. LOAN DEFAULT

DOH must receive BORROWER'S payment within thirty (30) calendar days of the due date. Late payments are delinquent and assessed a monthly penalty on the first (1st) day past the due date. The penalty is one percent (1%) of the late payment amount per month. Penalty and fees accrue interest at the rate stated as LOAN INTEREST in the Declarations.

DOH may notify any other entity, creditors, or potential creditors of BORROWER's delinquency. BORROWER is responsible for all attorney fees and costs incurred by DOH in any action taken to enforce its rights under this section, including in any alternative dispute resolution proceeding.

4.14. LOAN SECURITY

LOAN Security is only required if identified in the Declarations. In its sole discretion and if allowed under the EPA regulations relevant to this Contract, DOH may subordinate its LOAN security to Borrower's obligations under existing or future bonds and notes. Nothing in this section releases BORROWER from the obligation to make LOAN PAYMENTS when due, and to adjust rates, fees, or surcharges as necessary to meet its obligations under this CONTRACT.

4.15. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Amendments, modifications, assignments, and waivers to any of the terms of this CONTRACT supersede, if applicable, those terms as found in the original CONTRACT, and are not binding unless they are in writing and signed by representatives authorized to bind each of the parties. Only the authorized representative or their designee has the express, implied, or apparent authority to alter, amend, assign, modify, or waive any terms of this CONTRACT.

Neither this CONTRACT nor any claim arising under it may be transferred or assigned by BORROWER without DOH's prior written consent. During the LOAN TERM, DOH must approve in advance, any change in ownership of the water system(s) improved with LOAN FUNDS. DOH may require the LOAN, including fees and ineligible project costs (if any), be paid in full as a condition of approval.

Nothing in this CONTRACT may be waived unless approved by DOH in writing. No waiver of any default or breach is implied from any failure to take action upon such default or breach if the default of breach persists or repeats. Waiver of any default or breach is not a waiver of any subsequent default or breach.

4.16. BUILD AMERICA, BUY AMERICA

None of the LOAN funds can be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding authority.

DOH may waive this requirement if:

- A. Compliance would be inconsistent with the public interest; or
- B. The particular products are not produced in the United States in sufficient and reasonably available quantities and are not of a satisfactory quality; or
- C. Inclusion of products produced in the United States will increase the cost of the overall project by more than twenty-five (25) percent; and
- D. A waiver is approved by the Environmental Protection Agency (EPA).

BORROWER must submit the waiver request to DOH, which will submit it to EPA. The full text of the Build America, Buy America provision can be found under The Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52.

4.17. ATTORNEYS' FEES

Unless expressly stated under another section of the CONTRACT, each party agrees to bear its own attorneys' fees and costs for litigation or other action brought to enforce the contract terms.

4.18. BONUS AND COMMISSION PAYMENTS NOT ALLOWED

Funds provided under this CONTRACT cannot be used to pay any bonus or commission to gain approval of the loan application or any other approval under this CONTRACT. This section does not prohibit paying for bona fide technical consultants, managerial, or other such services, if payment is for ELIGIBLE PROJECT COSTS.

4.19. COMPLIANCE

BORROWER will comply with all applicable federal, state and local laws, requirements, and ordinances for the design, implementation, and administration of the PROJECT and this CONTRACT, including but not limited to those stated in the CONTRACT attachments. BORROWER will provide DOH with documentation of compliance, if requested.

In the event of BORROWER's alleged or actual noncompliance with any part of this CONTRACT, DOH may suspend all or part of the CONTRACT, withhold payments, or prohibit BORROWER from incurring additional obligations of LOAN FUNDS during the investigation and pending corrective action by BORROWER, or a decision by DOH to terminate the CONTRACT.

4.20. DISPUTES

Except as otherwise provided in this CONTRACT, when a dispute arises between the parties that cannot be solved by direct negotiation, either party may request a dispute hearing with the Director of the Office of Drinking Water (the Director), who may designate a neutral person to decide the dispute. The parties will be equally responsible for any reasonable costs and fees incurred by the neutral.

The party requesting a dispute hearing must:

- A. Be in writing;
- B. State the disputed issues;
- C. State the relative positions of the parties;
- D. State BORROWER's name, address, and the CONTRACT number;
- E. Provide contact information for the requester's representative, and,
- F. Be mailed to the other party's (respondent's) Contract Manager within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent must send a written answer within five (5) working days.

In the alternative, the parties can agree to submit a mutual request to the Director, which should include each party's response to the other party's characterization of the dispute.

The Director or designee will review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties. The decision on the dispute is non-binding and is not admissible in any succeeding judicial or quasi-judicial proceeding.

This non-binding dispute process must precede any action in a judicial or quasi-judicial tribunal. Nothing in this CONTRACT limits the parties from using any mutually acceptable alternate dispute resolution (ADR) method in addition to or instead of the dispute hearing procedure outlined above.

4.21. ELIGIBLE PROJECT COSTS

BORROWER will comply with Attachment VI: DWSRF Eligible Project Costs and is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

The purchase of any land necessary for the PROJECT must be included in the PROJECT and be documented with an appraisal or equivalent market evaluation, if approved by DOH, and a valid purchase and sale agreement.

Construction expenses incurred after the date shown as earliest date for construction reimbursement in the Declarations are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until BORROWER has met the following conditions:

- A. Completed the State Environmental Review Process (SEPA Review under RCW 43.21C);
- B. Complied with all provisions of the National Historic Preservation Act, 54 USC Subtitle III;
- C. Complied with Prevailing Wage requirements;
- D. Received approval from DOH of the project report and related construction documents for all applicable activities described in the PROJECT; and
- E. Complied with any other LOAN conditions required by DOH.

BORROWER cannot use LOAN FUNDS for any expenses charged by BORROWER against any other contract, subcontract, or source of funds.

If DOH reimburses BORROWER for costs that are later determined by DOH to be ineligible, BORROWER must repay these funds to DOH no later than when the BORROWER returns the PROJECT Completion Amendment to DOH. Prior to final completion, DOH may withhold payment for such costs as allowed under Section 4.36 RECAPTURE. Repayment is subject to interest retroactive to the date of the applicable disbursement by DOH.

4.22. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

BORROWER warrants that they have not and will not submit to DOH any information that is materially false, incorrect, or incomplete. Providing false, fictitious, or misleading information with respect to the receipt and disbursements of LOAN funds is a basis for criminal, civil, or administrative fines and/or penalties. DOH may also pursue applicable remedies for violations by BORROWER of this section.

4.23. FINANCIAL AUDIT

DOH may require BORROWER to obtain an audit of this PROJECT conforming to Generally Accepted Accounting Principles (GAAP). BORROWER will maintain its records and accounts to facilitate the audit. BORROWER is responsible for correcting any audit findings. BORROWER is responsible for any audit findings incurred by its own organization and/or its subcontractors. DOH reserves the right to recover from BORROWER all disallowed costs and INELEGIBLE PROJECT COSTS resulting from the audit.

The audit must include a report on compliance, including an opinion (or disclaimer of opinion) about whether the BORROWER is in compliance with laws, regulations and requirements of this CONTRACT that could have a direct and material effect on DOH.

BORROWER must send a copy of any required audit per 2 CFR §200.512 to the DOH Contract Manager, no later than nine (9) months after the end of BORROWER's fiscal year(s). BORROWER must send any audit corrective action plan for audit findings and a copy of the management letter, within three (3) months of the audit report.

4.24. GOVERNING LAW AND VENUE

This CONTRACT shall be construed and interpreted according to the laws of the state of Washington, and the venue of any action brought under the CONTRACT will be in the Superior Court for Thurston County.

4.25. HISTORICAL AND CULTURAL REQUIREMENTS

BORROWER will not conduct or authorize destructive PROJECT planning activities before completing the requirements of the National Historic Preservation Act, 54 USC Subtitle III. BORROWER will not begin construction activities, ground disturbance, or excavation of any sort, until BORROWER has complied with all requirements of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during the PROJECT, BORROWER will immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take

reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), DOH Contract Manager, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, BORROWER will report the presence and location of the remains to the local coroner and law enforcement immediately, then contact the concerned tribe's cultural staff or committee, DOH Contract Manager, and DAHP.

BORROWER is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural sites and artifacts and will hold harmless the state of Washington and DOH in relation to any claim related to historical or cultural sites discovered, disturbed, or damaged as a result of BORROWER'S and BORROWER's subcontractors activities.

BORROWER will include the requirements of this section in all contracts for work or services related to the PROJECT. BORROWER will require that bid documents include an inadvertent discovery plan that meets the requirements of this section.

4.26. INDEMNIFICATION

BORROWER agrees to defend, indemnify, and hold harmless DOH and the state of Washington for claims arising out of or incident to BORROWER'S or any BORROWER'S subcontractor's performance or failure to perform the CONTRACT. BORROWER'S obligation to indemnify, defend, and hold harmless DOH and the state of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of DOH or its agents, agencies, employees and officials. BORROWER'S obligation to indemnify, defend and hold harmless DOH and the state of Washington includes any claim by BORROWER'S agents, employees, officers, subcontractors or subcontractor employees.

BORROWER waives immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

4.27. INDUSTRIAL INSURANCE COVERAGE

BORROWER will comply with the applicable parts of Title 51 RCW, Industrial Insurance. If BORROWER fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as required by law, DOH may collect from BORROWER the full amount payable to the Industrial Insurance Accident Fund. DOH may deduct the amount owed by BORROWER to the accident fund from the amount payable to BORROWER by DOH under this CONTRACT, and transmit the deducted amount to the Washington State Department of Labor and Industries (L&I).

4.28. LITIGATION

BORROWER warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined against BORROWER, would have a materially adverse effect on BORROWER's ability to repay the LOAN. BORROWER agrees to promptly notify DOH if any above-referenced actions become known to BORROWER during the pendency of the Contract.

4.29. NONDISCRIMINATION

BORROWER will not discriminate on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability in the performance of this CONTRACT. BORROWER will comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination and 42 USC 12101 et seq., the Americans with Disabilities Act (ADA), and 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in US EPA Programs. Failure by BORROWER to carry out these requirements is a material breach of this CONTRACT. BORROWER is required to include these non-discriminatory provisions in any contract with a subcontractor.

4.30. PREVAILING WAGE

BORROWER will assure that all contractors and subcontractors performing work funded through this CONTRACT comply with prevailing wage laws by paying the higher of state or federal prevailing wages. BORROWER is legally and financially responsible for compliance with the prevailing wage requirements. BORROWER should consult the

United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid.

4.31. PROCUREMENT

BORROWER will comply with all procurement requirements for subcontracting for the PROJECT and for obtaining PROJECT-related goods and services. BORROWER must maintain records to verify compliance with procurement requirements.

BORROWER must ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT will insert in full, in any contract, the labor standards provisions in Attachment VIII: Labor Standard Provisions for Subrecipients That Are Governmental Entities.

4.32. PROHIBITION STATEMENT

Per Section 106 of the federal Trafficking Victims Protection Act, BORROWER `s contractors, subcontractors, engineers, vendors, and any other entity performing work funded by this CONTRACT must comply with and include the following terms and conditions in all contracts for work or services for the PROJECT.

“All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients’ employees.”

4.33. PROJECT SIGNS

If BORROWER displays, during the TIME OF PERFORMANCE, any signs or markers identifying parties that are providing funds for the PROJECT, BORROWER must include the Washington State Department of Health Drinking Water State Revolving Fund and the Washington State Department of Health as participants in the PROJECT.

4.34. PUBLICITY

BORROWER agrees to get prior written consent from DOH’s Contract Manager before publishing or using any advertising or publicity materials that include Washington State or DOH’s name, or includes language that may reasonably infer or imply a connection with either one.

4.35. RATES AND RESERVES

BORROWER will maintain reserves at a minimum as required by the Water System Plan or Small Water System Management Plan. BORROWER will timely adopt rate increases and/or capital assessments for the system’s services to provide sufficient funds, along with other revenues of the system, to pay all operating expenses and debt repayments during the LOAN TERM.

4.36. RECAPTURE

DOH reserves the right to recapture from BORROWER sufficient funds to compensate DOH for BORROWER’s noncompliance with any part of this CONTRACT, in addition to any other remedies available under the CONTRACT, at law, or in equity. DOH may withhold LOAN FUNDS from BORROWER to recapture such funds.

4.37. RECORDKEEPING AND ACCESS TO RECORDS

DOH, its agents, and authorized officials of the state and federal governments will have full access and the right to examine, copy, excerpt, or transcribe, at no additional cost and at all reasonable times, any pertinent documents, papers, records, and books of BORROWER and of persons, firms, or organizations with which BORROWER may contract, involving transactions related to this CONTRACT. BORROWER agrees to keep complete records of its compliance with this CONTRACT for a period of six (6) years from the date that the debt to DOH is paid in full. This includes but is not limited to financial reports. If any litigation, claim or audit is started before the expiration of the six (6) year period, BORROWER must keep the records until all litigation, claims or audit findings involving the records have been resolved. These records retention requirements are in addition to the local government records retention schedules applicable to the BORROWER.

4.38. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

BORROWER must comply with 48 CFR 52.204-7 to register with the System for Awards Management (SAM.gov). BORROWER is responsible for the accuracy and completeness of its data in the SAM database and any liability resulting from the Government or DOH reliance on inaccurate or incomplete data in it. BORROWER must remain registered in the SAM database. BORROWER should annually review its information in SAM to ensure it is accurate and complete.

4.39. SEVERABILITY

If any part of this CONTRACT or part of any document incorporated by reference is found to be invalid, it will not affect the other parts of this CONTRACT that can be given effect without the invalid part.

4.40. SUBCONTRACTING

Prior to awarding contracts and/or subcontracts, BORROWER must verify that the complete names of both the selected contractor and the owner or president are not in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must provide the DOH Contract Manager with a screen printout documenting that neither the firm, the owner or the president are excluded.

BORROWER will ensure that every contract and subcontract awarded for the PROJECT after the CONTRACT start date will bind the parties to follow all applicable terms of this CONTRACT. BORROWER is responsible to DOH for noncompliance by its contractors and/or subcontractors. BORROWER's contracts or subcontracts do not release or reduce the BORROWER's liability to DOH for any breach in the performance of BORROWER's duties. BORROWER's contracts and subcontracts must include a term that the state of Washington and DOH are not liable for claims or damages arising from a contractor and/or subcontractor's performance or lack thereof.

4.41. SURVIVAL

The CONTRACT's terms, conditions, and warranties that by its sense and context are intended to survive the completion of the performance, cancellation or termination of this CONTRACT, shall so survive.

4.42. TERMINATION FOR CAUSE

If DOH concludes that BORROWER has failed to comply with the CONTRACT requirements or has otherwise breached one or more parts of the CONTRACT, DOH may, at its discretion, upon notice to BORROWER, terminate or suspend the CONTRACT and/or its attached agreements in whole or in part.

The notice will be in writing and state the reason(s) for termination or suspension, and the effective date. The effective date will be determined by DOH. The notice will allow BORROWER at least thirty (30) business days to cure the breach, if curable. If the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the LOAN, with any interest accrued and other costs as authorized by the CONTRACT shall be due and payable to DOH.

If DOH terminates this CONTRACT under this section, DOH is liable only for payment required under the terms of this CONTRACT for ELIGIBLE PROJECT COSTS incurred prior to the effective date of termination.

At DOH's discretion, the termination for cause may be deemed a termination for convenience if DOH determines that the default or failure to perform was outside BORROWER's control, fault or negligence. The rights and remedies of DOH provided in this CONTRACT are not exclusive and are in addition to any other rights and remedies provided by law. Nothing in this section affects BORROWER's obligations to immediately repay the unpaid balance of the LOAN as prescribed in the Washington Administrative Code (WAC) 246-296-150.

4.43. TERMINATION OR SUSPENSION FOR CONVENIENCE

If funding or appropriation from state, federal, or other sources is withdrawn, reduced, or limited in any way during the TIME OF PERFORMANCE, DOH may:

- A. Delay or suspend releasing LOAN FUNDS until funding or appropriation are available to DOH; or
- B. Amend the CONTRACT to reflect the new funding limitations and conditions; or

- C. Terminate the CONTRACT and/or its attached agreements, in whole or in part; or
- D. Suspend the CONTRACT and/or its attached agreements, in whole or in part.

If DOH terminates the CONTRACT and/or its attached agreements in whole or in part, under this section, DOH will notify BORROWER's representative in writing of the reason(s) for termination, and the effective date. The effective date will be determined by DOH.

DOH may choose to suspend this CONTRACT and/or its attached agreements in whole or in part, if DOH determines that the funding insufficiency will likely be resolved in time for BORROWER to resume activities prior to the end of the TIME OF PERFORMANCE. DOH will notify BORROWER's representative by facsimile or email of the reason(s) for suspension, and the effective date. DOH will determine the effective date. BORROWER must suspend performance on the effective date of the suspension. During the period of suspension each party must notify the other party's representative of any conditions that may reasonably affect its ability to resume performance.

During the suspension, when DOH determines that the funding insufficiency is resolved, DOH may notify BORROWER's representative of the proposed date to resume performance. BORROWER must respond to DOH's representative in writing, within five (5) business days of DOH sending notice, as to whether it can resume performance on that date or offer an alternative date to resume performance. If BORROWER cannot resume performance or the alternative date is not acceptable to DOH, the parties agree the CONTRACT will be deemed terminated for convenience, retroactive to the original date of suspension.

If DOH terminates or suspends this CONTRACT, DOH is liable only for payment required under the terms of this CONTRACT for eligible project costs incurred prior to the effective date of suspension or termination. Nothing in this section shall affect Contractor's obligations to repay the unpaid balance of the LOAN. Nothing in this section affects BORROWER's obligation to repay the LOAN, including fees and other expenses as allowed by the CONTRACT.

4.44. TERMINATION PROCEDURES

When BORROWER receives Notice of Termination or on the date a suspension is converted to a termination, except as otherwise directed by DOH, BORROWER will:

- A. Stop work under the CONTRACT on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the CONTRACT;
- C. If expressly requested by DOH, assign to DOH any or all of the rights, title, and interest of BORROWER under the orders and subcontracts so terminated, in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by BORROWER to settle such claims must have the prior written approval of DOH; and
- D. Preserve and transfer any materials, CONTRACT deliverables and/or DOH property in BORROWER's possession as directed by DOH.

Upon termination of this CONTRACT, DOH will pay BORROWER for amounts due under the CONTRACT prior to the date of termination unless such payment is precluded under any other provision of this CONTRACT. DOH may withhold any amount due as DOH reasonably determines is necessary to protect DOH against potential loss or liability resulting from the termination. DOH will pay any withheld amount to BORROWER if DOH later determines that loss or liability will not occur.

4.45. WORK HOURS AND SAFETY STANDARDS

If this CONTRACT exceeds \$100,000, BORROWER must comply with the applicable Contract Work Hours and Safety Standards Act (40 USC Chapter 37). These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ATTACHMENT I: SCOPE OF WORK (PROJECT)

DWSRF PROGRAM CONSTRUCTION LOAN CONTRACT INFORMATION APPLICATION #2023-4209, CITY OF MATTAWA, MATTAWA WELL, TELEMETRY, AND PRESSURE ZONE IMPROVEMENTS

DWSRF Scope of Work Form:

Scope of Work:

Project to include:

1. Submit project report and construction drawings to Eastern Regional Office for review and approval.
Submit approval letter.
2. Submit bid documents to Eastern Regional Office for review and approval. Submit approval letter.
3. Complete SEPA and submit determination and publication affidavit.
4. Complete cultural and historical Section 106 review process.
5. Construct a concrete masonry unit well house.
6. Drill, water quality test, and pump test new Well 5 then equip and connect well to existing water system.
Install a new pump and motor, flow meter, piping, valves, fitting, disinfection system, electrical, telemetry, instrumentation, HVAC, fencing, and access gates.
7. Install pressure reducing valves.
8. Upgrade water system telemetry system.

In addition to costs of construction, costs may include (but are not limited to): engineering, design, construction inspection, hydrogeologic assessment, permits, public involvement, preparation of bid documents, fees, taxes, legal, administrative and audit.

APPLICATION #2023-4209, CITY OF MATTAWA, MATTAWA WELL, TELEMETRY, AND PRESSURE ZONE IMPROVEMENTS

Project Costs by Cost Category:

COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering)	\$30,000
Environmental Review	\$5,000
Historical Review/Cultural Review	\$25,000
Land/ROW Acquisition	\$0
Permits	\$7,000
Public Involvement/Information	\$500
Bid Documents (Design Engineering)	\$470,000
Construction: Estimated Cost. Provide details on following pages.	\$4,577,500
Contingency: (10% min, 20% max)	\$850,000
DOH Review/Approval Fees:	\$3,000
Sales or Use Taxes	\$385,000
Construction Engineering/Inspection	\$784,000
Insurance:	\$0
Audit:	\$3,000
Legal:	\$0
Service Meters (Purchase and Installation)	\$0
Other:	\$0
TOTAL ESTIMATED PROJECT COSTS (before Loan Fee)	\$7,140,000
DWSRF Loan Origination Fee (1%)	\$0
DWSRF Loan Award	<u>\$7,140,000</u>

APPLICATION #2023-4209, CITY OF MATTAWA, MATTAWA WELL, TELEMETRY, AND PRESSURE ZONE IMPROVEMENTS

Project Funding:

TYPE OF FUNDING	SOURCE	CURRENT STATUS
Grants and Other Non-Matching Funds		
Grant #1		\$
Grant #2		\$
Other Grants		\$
New Grants		\$
Total Grants and Other Non-Matching Funds		a) <u>\$0</u>
Loans		
<i>This Loan Request</i>	DWSRF loan (DWL29308-0)	\$7,140,000
Other Loan #1		\$
Other Loan #2		\$
Other Loans		\$
New Loans		\$
Total Loans		b) <u>\$7,140,000</u>
Local Revenue		
Source #1		\$
Source #2		\$
Other Local Revenue		\$
New Local Revenue		\$
Total Local Revenue		c) <u>\$</u>
Other Funds		
Other Funds		\$
Other Funds		\$
Total Other Funds		d) <u>\$</u>
TOTAL PROJECT FUNDING		e) <u>\$7,140,000</u>

APPLICATION #2023-4209, CITY OF MATTAWA, MATTAWA WELL, TELEMETRY, AND PRESSURE ZONE IMPROVEMENTS

Engineer's Certification:

The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 20 years, whichever is less. If the jurisdiction prefers the term of its loan to be less than either 20 years or the useful life of the improvements, the preferred loan term should be indicated here: __ years.

I, _____, licensed engineer, certify that the average expected useful life for the improvements described above is __ years.

Signed: _____

Name: _____

Date: _____

Telephone: _____

Professional Engineer License Number: _____

ATTACHMENT II: ATTORNEY'S CERTIFICATION

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

I, _____, hereby certify:

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of BORROWER identified in the Declarations of the Contract identified above; and

I have also examined any and all documents and records, which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. BORROWER is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in its application.
2. BORROWER is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin BORROWER from repaying the Drinking Water State Revolving Fund loan extended by DOH with respect to such project. BORROWER is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to BORROWER.

Signature of Attorney

Date

Name and BAR Number (WSBA No.)

Address

ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS (NOT ALL INCLUSIVE)

1) Environmental and Cultural Authorities

- a) Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended
- b) Clean Air Act, Public Law 84-159 as amended
- c) Coastal Zone Management Act, Public Law 92-583 as amended
- d) Endangered Species Act, Public Law 93-205 as amended
- e) Environmental Justice, Executive Order 12898
- f) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
- g) Protection of Wetlands, Executive Order 11990
- h) Farmland Protection Policy Act, Public Law 97-98
- i) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
- j) National Historic Preservation Act, 54 USC Subtitle III
- k) Safe Drinking Water Act, Public Law 93-523 as amended
- l) Wild and Scenic Rivers Act, Public Law 90-542 as amended
- m) Washington State Environmental Policy Act, Chapter 43.21C RCW
- n) Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

Buy America Build America Requirements

- 2) DWSRF construction projects chosen for FFATA/Equivalency reporting must comply with the Buy America Build America provisions. Projects started prior to May 14, 2022, may be exempt. Visit the EPA website for more information on the BABA requirements and the waiver process at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>

3) Economic and Miscellaneous Authorities

- a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
- b) Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
- d) Debarment and Suspension, Executive Order 12549
- e) H.R. 3547, Consolidated Appropriations Act, 2014.

4) Social Policy Authorities

- a) Age Discrimination Act of 1975, Public Law 94-135
- b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
- c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
- e) Equal Employment Opportunity, Executive Order 11246
- f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
- g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
- h) Chapter 49.60 RCW, Washington's Law against Discrimination, and 42 USC 12101 et seq. the Americans with Disabilities Act (ADA).
- i) The Contract Work Hours and Safety Standards Act (40 USC 327-333)-Where applicable.
- j) The Genetic Information Nondiscrimination Act of 2008 (GINA), 42 USC s. 2000ff et seq.

5) State Laws

- a) Chapter 36.70A RCW, Growth Management Act
- b) Chapter 39.80 RCW, Contracts for Architectural and Engineering Services
- c) Chapter 39.12 RCW, Washington State Public Works Act
- d) Chapter 43.20 RCW, State Department of Health of Health

- e) Chapter 43.70 RCW, Department of Health
- f) Chapter 43.155 RCW, Public Works Project
- g) Chapter 70.116 RCW, Public Water Systems Coordination Act of 1977
- h) Chapter 70.119 RCW, Public Water Supply Systems Certification and Regulation of Operations
- i) Chapter 70.119A RCW, Public Water Systems, Penalties & Compliances
- j) Chapter 246-290 WAC, Group A Public Water Systems
- k) Chapter 246-291 WAC, Group B Public Water Systems
- l) Chapter 246-292 WAC, Waterworks Operator Certification Regulations
- m) Chapter 246-293 WAC, Water Systems Coordination Act
- n) Chapter 246-294 WAC, Drinking Water Operating Permits
- o) Chapter 246-295 WAC, Satellite System Management Agencies
- p) Chapter 246-296 WAC Drinking Water State Revolving Fund Loan Program
- q) Chapter 173-160 WAC, Minimum Standards for Construction & Maintenance of Wells
- r) Title 173 WAC, Department of Ecology Rules
- s) Title 40 Part 141 Code of Federal Regulations, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)

ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

BORROWER must comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33. BORROWER will use the directory of certified firms available through the Washington State Office of Minority and Women's Business Enterprises to meet the requirements.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of \$250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
 - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

BORROWER must accept the fair share objectives/goals stated above and purchase the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, BORROWER will make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

- A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Health.
- F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

BORROWER is required to submit MBE/WBE participation reports to DOH, on a quarterly basis, beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

BORROWER agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BORROWER agrees to require all general contractors to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT. These two (2) forms may be obtained from the EPA Office of Small Business Program's website on the internet at <http://www.epa.gov/osbp/grants.htm>.

BORROWER agrees to require all general contractors to complete and submit to BORROWER and Environmental Protection Agency EPA Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

BORROWER is also required to create and maintain a bidders list if BORROWER of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

- (1) Entity's name with point of contact;
- (2) Entity's mailing address, telephone number, and e-mail address;
- (3) The procurement on which the entity bid or quoted, and when; and
- (4) Entity's status as a MBE/WBE¹ or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of \$250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of \$250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of \$250,000 or less, or to an entity receiving more than one identified loan with a combined total of \$250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this section bidders list requirements of this subpart.

¹ Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS



United States Environmental Protection Agency
Washington, DC 20460

EPA Project Control Number

The terms, "covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded", as used in this attachment, are defined in the rules implementing Executive Order 12549, including 13 CFR § 400.109. You may contact DOH for help getting a copy of these regulations.

BORROWER, defined as the primary participant and its principals, certifies by signing below that to the best of its knowledge and belief they:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year (3) period preceding this CONTRACT, been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses described in this attachment; and,
- D. Have not within a three-year period (3) preceding the signing of this CONTRACT had one or more public transactions (federal, state, or local) terminated for cause or default.

Prior to awarding contracts for the PROJECT, BORROWER must verify that neither the contractor's business name(s) nor the names of its principals are in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must keep documentation in the PROJECT files and provide a copy to the DOH Contract Manager.

BORROWER will include the language below without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

The lower tier contractor certifies, by signing this CONTRACT that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine or imprisonment for up to 5 years, or both.

Typed or Printed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
 - a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
 - b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
 - F.I.C.A. (Social Security) –employer's share.
 - Retirement benefits.
 - Hospital, health, dental, and other welfare insurance.
 - Life insurance.
 - Industrial and medical insurance.
 - Vacation.
 - Holiday.
 - Sick leave.
 - Military leave and jury duty.

Employee benefits must be calculated as a percentage of direct labor dollars. The

computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.

- c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Department of Health reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
 - a. Telephone charges.
 - b. Reproduction and photogrammetry costs.
 - c. Video and photography for project documentation.
 - d. Computer usage.
 - e. Printing and advertising.
15. Other project related costs include:
 - Competitive Bidding.
 - Audit.
 - Insurance.
 - Prevailing wages.
 - Attorney fees.
 - Environmental Review.
 - Archaeological Survey.

Water system plan costs are not eligible for reimbursement. Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each state which in turn provides subgrants or loans to eligible entities within the state. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Health. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c) (3) (iv). The subrecipient shall monitor www.wdol.gov on a weekly

basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Borrower and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually

registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Borrower must comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Borrower and/or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes will be resolved according to the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, Borrower certifies that neither it (nor he or she) nor any person or firm who has an interest in the Borrower's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the

contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Health and to the appropriate DOL Wage and Hour District Office listed at

https://www.dol.gov/whd/WHD_district_offices.pdf.

CHANGE ORDER

Project Title	WWTF Improvements		
Owner	City of Mattawa	Contractor Name	Boss Construction, Inc.
Change Order No.	1	Contractor Address	4945 Guide Meridian Bellingham, WA 98226
Change Order Date	September 24, 2024		
G&O No.	19044.01		

The following changes are hereby made to the Contract Documents:

ITEM 1: Additional Contract Days

Add working days to the Contract Time.

The lump sum cost for this work is:.....\$0

Justification: Additional working days are required for the Contractor to finish the project due to extended procurement time related to the electrical gear and associated disruption of the sequence of work.

Working Days: 46 working days are added to the Substantial and Physical Completion Contract Times.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):	\$4,167,741.50
Current Contract Amount, as adjusted by previous change orders:.....	\$4,167,741.50
The Contract Amount due to this Change Order will be increased by:	\$0
The new Contract Amount (without tax) due to this Change Order will be:.....	\$4,167,741.50

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 46 working days, for a total of 276 working days.

The Physical Completion Contract Time will be increased by 46 working days, for a total of 296 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.
(RECOMMENDED)

_____ Date _____

BOSS CONSTRUCTION, INC.
(ACCEPTED)

_____ Date _____

CITY OF MATTAWA
(ACCEPTED)

_____ Date _____

CHANGE ORDER 1 BACKUP DOCUMENTATION

Due to long lead times for electrical equipment, including the motor control center (MCC), BOSS Construction is requesting additional working days for inefficiencies in the project's sequence of work. This additional time is in addition to the suspension in work that has been currently granted for delays in MCC delivery. The schedule provided by BOSS Construction showed them taking 316 working days for the work that they planned to complete prior to the MCC arriving (exceeding the contract time by 86 working days). These 86 working days are not an impact of the MCC delay. BOSS Construction's schedule shows at least 30 working days for changing from existing equipment and piping to new equipment and piping, which could not be completed until the work included in the initial 316 working days was completed. Therefore, even if the MCC lead time were not an issue, BOSS Construction's schedule would still use at least 346 working days, exceeding the working days allotted in the contract by 116 working days:

- 230 working days per contract.
- 86 working days beyond contract before the MCC arrives.
- 30 working days minimum for changing from existing equipment to new equipment following the initial 316 working days.

BOSS Construction is requesting an extension of contract time of 162 working days to allow for a total of 392 working days of contract time. As noted above, at least 116 working days of the overage are not caused by the delay in the MCC. The 46 working days offered in the change order account for the work that could have potentially been completed concurrently with the initial 316 working days, but was delayed due to the MCC delivery schedule:

- 20 working days for MCC installation.
- 10 working days for MCC startup.
- 14 working days for fine screen installation and construction of flow meter containment structure.
- 2 working days for carbon addition piping.

A letter documenting this offer was presented to BOSS Construction on April 22, 2024. BOSS Construction has refused to accept the 46 working days and was notified on August 28, 2024 of the City's option to unilaterally execute the change order per General Conditions 3.04.6

CITY OF MATTAWA

STAFF REPORT

To: Mayor Celaya and City Council
 From: Public Works Department
 Date: October 3, 2024
 Proceeding Type: New Business
 Subject: Accept Basketball Court Sidewalk project as complete

Legislative History:

• First Presentation:	October 3, 2024
• Second Presentation:	
• Requested Action:	Motion

Staff Report Summary

The subject in front of City Council is to accept the Basketball count sidewalk project as complete.

Background

The City was awarded a Paul Lauzier in 2022 to add a basketball court in the amount of \$125,000; with city match of \$10,000. The City went out for bids on the project; and the bids received were two-to-three times higher than the estimated amount. The city went out for re-bid and bids remained significantly high. The City Public Works Department took lead on the majority of the prep work and implementation. Due to our geographical location, COVID-19, supply chain issues, and record inflation; additional funds are needed to complete the project. Council approved the use of TBD fund to complete the project.

TBD funds are restricted funds used for pavement maintenance and preservation to improve the condition and extend the life cycle of the City's transportation network through the use of structural rehabilitation, pavement repair, patching, asphalt resurfacing, slurry seal, and other restoration and resurfacing methods, and shall include sidewalks, pedestrian improvements and curb ramps repairs or replacements.

The Basketball count sidewalk project is complete, and close-out of project has stated.

Fiscal and Policy Implications

Financial impacts are expected and will derive from the Paul Lauzier grant, City match and TBD fund. Policy implications included finalizing reporting to the Paul Lauzier Foundation.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING BUDGET AMOUNT

Options

1. Accept the Basketball court sidewalk project as complete
2. Do not accept the Basketball court sidewalk project as complete

Staff Recommendation

1. Accept the Basketball court sidewalk project as complete

Attachments

A.	N/A
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The following documents are attached and subject for review:

Review by:	Type of Document	Title of Document	Date Reviewed	Comment:
Engineering	▪ PDF	Staff Report & Attachments	9/27/24	
Legal	▪ N/A			
Financial	▪ WORD	Staff Report	9/30/24	Initials: JEL
Comment:				

**CITY OF MATTAWA
STAFF REPORT**

To: Mayor Celaya & City Council
From: Staff
Date: October 3, 2024
Proceeding Type: New Business
Subject: Radar Upfitting both Ford F-150 Police Interceptor

Legislative History:

- | | |
|------------------------|-----------------|
| • First Presentation: | October 3, 2024 |
| • Second Presentation: | |
| • Requested Action: | Motion Needed |

Staff Report Summary

The subject in front of City Council is to authorize the purchase and upfitting radars for both Ford F-150 Police Interceptor.

Background

The radars were not part of the original upfitting during the purchase of the two F150 Police Responders. The radars are another tool needed to assist Officers with their daily duties. We currently do not have any radars, nor can the radars be removed from other nonfunctional vehicles due to them being Ford Explorer's and not F150's. The procurement will be done using the Washington State Department of Enterprises Services Contract 00218.

Fiscal and Policy Implications

Financial impacts are expected in the amount of \$5,466.22 plus shipping and any applicable taxes; and are allocated in the appropriate funds. A budget amendment to follow.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING BUDGET AMOUNT	
Capital Expenditure ARPA	594 21 64 08	Police Vehicle Upfitting	\$31,084.00	\$12,781.00	\$18,303	

Options

1. Council to approve the purchase of radars.
2. Do not authorize the purchase of radars and limit the usage of the Ford F150's full capabilities
3. Table subject for reviewal for next council meeting.

Staff Recommendation

1. Authorize the purchase of MPH BEE III radars.

Attachments

A.	MPH quote, contract information, and product brochure.
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Engineering Review

The following documents are attached and subject to engineer review:

Type of Document	Title of Document	Date Reviewed by Engineering
▪ N/A		

Legal Review

The following documents are attached and subject to legal review:

Type of Document	Title of Document	Date Reviewed by Legal Counsel
▪ N/A		

Financial Review

The following documents are subject to financial review:

Document	Initials	Date Reviewed by Financial Review
▪ Staff Report & Attachments	<i>DKM</i>	<i>9/23/24</i>
Comment:		

MPH Industries, Inc.
 316 East 9th Street
 Owensboro KY 42303
 Phone: 888-689-9222
 Fax: 270-685-6288

Date: 9/19/2024
 Expires: 11/18/2024
 Reference:
 Terms: NET 30 DAYS



Sales Person: Toni Thompson
 Phone: 888-689-9222
 Fax: 270-685-6288
 Email: tctompson@mphindustries.com

QUOTE: 41983

Quote To: MATTAWA POLICE DEPT. 521 GOVERNMENT WAY MATTAWA WA 99349 USA Phone: 509-932-4112 Fax: Email: Customer #: 993491	Ship To: MATTAWA POLICE DEPT. 521 GOVERNMENT WAY MATTAWA, WA 99349 USA Phone #: 509-932-4112 Fax #: Email: Ship Via:
--	---

*Quoted at Washington NASPO contract price.
 Officer Alex Zesati...azesati@cityofmattawa-wa.gov
 Installing in Ford 150s*

USD

Line	Part	Description	Rev
1	NASPO Contract	NASPO Master Contract # 00218	
		Quantity 1 EA Unit Price	Ext Price:
Line	Part	Description	Rev
2	BEE3-2KA	BEE III standard radar with two Ka-band antennas, basic kit with wireless remote and tuning forks	-

Sales Kit

Kit Components					
Kit Seq.	Part Number	Description	Qty Per		
2.001	990664	DISPLAY ASSY,BEE III	1	EA	
2.002	991205	REMOTE,BEEIII,WIRELES	1	EA	
2.003	990653	ANT ASSY,BEE III,Ka	2	EA	
2.004	910527	REFERENCE,QUICK,BEE	1	EA	
2.005	950980	HOLDER	1	EA	
2.006	903397004	FORK,TUNING,20 MPH,	1	EA	
2.007	903397010	FORK,TUNING,50	1	EA	
2.008	991222	COUNT,BEE3,Ka,CQ	1	EA	
		Quantity 2 EA Unit Price	2,480.18	Ext Price:	4,960.36

Line	Part	Description	Rev
11	991263	ADAPTER ASSY,SINLE,DB9 TO GPS	ND
		Quantity 2 EA Unit Price	252.93 Ext Price: 505.86
Line	Part	Description	Rev
12	550004	\$0 Shipping per contract	
		Quantity 1 EA Unit Price	Ext Price:

Total: 5,466.22

Plus shipping and any applicable taxes

Thank you for an opportunity to quote.

Contract Summary

Police Radar, Lidar Speed Enforcement & Advisory Systems

[See vendors on this contract and their certifications](#)

Contract #: 24823

Replaces: [00218](#)

Contract Type: COOPERATIVE

Scope

This NASPO ValuePoint Cooperative Purchasing Agreement for Police Radar, Lidar Speed Enforcement & Accident Scene Reconstruction is led by the state of Washington. It was awarded by category.

These Cooperative Purchasing Agreements provide state and local law enforcement agencies speed measuring devices that comply with the National Highway Traffic Safety Administration (NHTSA) standards established on their Conforming Product List (CPL). Please note that products in the categories below are not all available from every Vendor.

The following categories of equipment are available on this contract:

- Category A – Speed Enforcement;
- Category B – Speed Advisory Systems;
- Category C – Accident and Crime Scene Reconstruction

How to use this Contract.

1. Review the Contractor section below to find pricing, product offering, and information for each Contractor.
2. An account must be established prior to ordering from this contract. Contact the sales representative listed below directly to set up your account.
3. Reference State contract No. 24823 on your ordering documents.
4. Purchasers may choose to use any of the awarded Contractors below that best meets their needs.
5. Contact [Brad Stringfellow](#) with any further questions.

Awarded Contractors

[Applied Concepts dba Stalker Radar](#)

[Bill Titterington](#), (800) 782-5537

[NASPO ValuePoint Cooperative Agreement and Updates](#)

[Products and Pricing](#)

[Washington Participating Addendum](#)

[Kustom Signals](#)

[Jim Lindquist](#), (800) 458-7866 ext. 3023

[NASPO ValuePoint Cooperative Agreement and Updates](#)

[Products and Pricing](#)

[Washington Participating Addendum](#)

[Laser Technology](#)

[Cheri Miller](#), (303) 649-1000

[NASPO ValuePoint Cooperative Agreement and Updates](#)

[Products and Pricing](#)

[Washington Participating Addendum](#)

MPH Industries

Eric Ruud, (888) 689-9222

Products and Pricing

Washington Participating Addendum

DES has ensured this procurement meets [RCW 39.26](#), follows State of Washington [Current Procurement Policies](#), [follows DES procurement process](#), and DES has determined that entering into this contract will be in the best interest of the State of Washington.

Found a Broken Link? [E-mail DES](#) so we can fix it ASAP.

Effective Date: 09-01-2024

Est. Annual Worth: \$9,269,600

Current Term Ends On: 08-31-2027

Final Term Ends On: 08-31-2029

Commodity Code(s): 220-43, 220-48, 550-83, 550-85, 550-89, 550-88, 550-91, 680-77, 305-78, 305-80

Diversity: 0% WBE 0% MBE

of Bids Received:

Contact Info: Brad Stringfellow ☎ (360) 407-9429

✉ Brad.Stringfellow@des.wa.gov

Secondary Contact Phillip Song ☎ (360) 819-0723

Info:

✉ Phillip.Song@des.wa.gov

Vendor and Contract Performance Feedback Form

Please send an email request to the Contract Manager for copies of any submitted feedback

[See the list of customers and vendors for the contract](#)

Who Can Use This Contract?

- [Organizations with Statewide Contract Usage Agreements](#)
- [Customer Communication Profile](#)

- 24823 Applied Concepts PA

This Contract has no Historical Documents

- 24823 Bid Tab
- 24823 Cost Factors

Showing 1 to 4 of 4 Vendors

All ▾ Vendors Per Page.

Search Vendors:

Vendor	Vendor #	OMWBE ↑	Small Business	Veteran	Considerations / Preferences	Award Type
APPLIED CONCEPTS, INC.	w2790					Main
KUSTOM SIGNALS, INC.	w48					Main
LASER TECHNOLOGY, INC.	w14278					Main
MPH INDUSTRIES, INC.	w1300					Main

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned

[Award Types = Main, Reserved, and Main/Reserved](#)

-  = Veteran Owned
-  = Small Business
-  = [Preference Contract w/ Green Recycled Content](#)
-  = [*Preference Executive Order 18-03](#)
-  = [*Preference Electronic Products Purchasing](#)
- HFC** = [*Preference Hydrofluorocarbons Products Purchasing](#)
-  = [*Preference Nonmercury-Added Products Purchasing](#)
-  = [*Preference Polychlorinated Biphenyls \(PCBs\) Purchasing](#)
- * = Newly Added Icon.
-  = [All Other Green Considerations](#)

Didn't find what you were looking for?

The Contracts Resource Center is here to help.

 (360) 407-2210

 contractingandpurchasing@des.wa.gov

 [Find a Contracts Specialist](#)

MPH Radar

BEE III™ Moving Radar System with Automatic Same Direction™ Technology

BEE III is the most compact radar available. It has the smallest detachable display, while retaining larger multi-colored windows. BEE III also has the smallest antenna, and it is waterproof. Both pieces can be mounted anywhere in the patrol vehicle.

BEE III is equipped with patented Automatic Same Direction (ASD™) technology, allowing the versatility of same direction operation without a confusing faster/slower button. The BEE III calculates the speed automatically. In stationary mode, ASD allows you to select a lane of traffic to measure while completely ignoring the other lane.



Features

Benefits

- Automatic Same Direction (ASD) mode** *Patented technology eliminates the faster/slower button, freeing up both hands for driving. Measures same direction traffic with computer controlled accuracy.*
- Directional stationary mode** *Catch a speeder moving in a chosen direction even if there's a closer vehicle moving in the opposite direction.*
- Fastest target mode** *No more hiding in a semi's shadow.*
- POP™ technology** *Patent-pending technology can measure traffic speeds without setting off radar detectors.*
- Tiny display with easy-to-read LED displays.** *Detachable display unit is small enough to mount anywhere in the vehicle, but has speed windows that are easily distinguished by size, location, and color.*
- Ergonomic wireless remote control.** *Each major function has a uniquely-contoured switch, so the radar can be operated without having to look at the remote.*
- Black equipment housings** *Radar blends into the vehicle's interior until you're ready to use it. All-black, waterproof antenna housing makes covert operation easy.*
- Digital signal processing** *Reliable, jammer-proof, and maintenance free.*

The Company: MPH Industries, Inc. specializes in velocity measurement. Formed in 1975, MPH is one of the largest suppliers of Doppler radars to Law Enforcement worldwide. MPH also serves the highway and rail transportation industries, education and sports. MPH Industries is a subsidiary of MPD, Inc., a manufacturer of aerospace components and subsystems, electronic components and breath alcohol analyzers.

BEE III™ Directional Traffic Radar

Description: A multi-piece radar with detachable display unit and wireless remote control. The ergonomic design of the remote control ensures comfort, even after hours of use. Each major control function has its own uniquely-contoured switch, so the operator never needs to take his eyes off the road to look at the controls. All minor functions are controlled using unobtrusive, secondary switches on the remote. **Unique features** include the multi-color display, green for patrol, red for target, and yellow for the lock/fastest window. Same and opposite direction speed-sensing, moving and stationary modes, fastest and strongest target are all included. Automatic Same Direction™ (ASD™) makes same direction operation simple and removes potential judgment errors. POP feature permits speed measurements without alerting radar detectors.

Special Features

- BEE III is the most compact radar available. It has the smallest detachable display, while retaining large multi-colored speed windows. BEE III has the smallest conical Ka-band antenna available, which is also weatherproof. The display and antenna can mount anywhere in any patrol vehicle.
- Patented Automatic Same Direction technology gives you the versatility of same direction operation without a confusing faster/slower button. The BEE III decides whether the target is approaching or receding with 100% accuracy.
- In stationary mode, ASD allows you to select a lane and only measure the targets traveling in that lane, while completely ignoring the traffic in the other lane. Or let the radar measure both lanes and tell you the direction the target is traveling.
- POP™ mode (patent pending) allows the operator to measure the speed of potential violators in stationary mode without setting off a single radar detector.
- Selectable City and Highway modes help minimize shadowing and combining.
- The high-power wireless remote control eliminates a cable while ensuring that the operator doesn't have to point the remote control at the radar. Wired remote optional.
- The reliability and accuracy of the BEE III are guaranteed by MPH Industries, serving law enforcement with products like the Python and K-55 for over twenty-five years.
- BEE III contains the following functions and controls:

Power	Range Control	Antenna Select
Test	Stationary Mode	Volume Control
Squelch	Patrol Blanking	Antenna Standby
Error Detect	Same/Opposite Direction	Lock/Release
RS-232 Communication Port		Fastest Mode

General Specifications

- Power: 10.8 to 16.5 Volts DC, 0.9 Amps @ 13.6 V nominal.
Fused power cable. Reverse polarity protection.
- Speed Range:
Stationary:
Target: 15 to 200 mph
- Opposite direction moving:
Patrol: 12 to 80 mph in City mode, 20 to 80 mph (will track to 90 mph) in Highway mode
Target: 15 mph to 200 mph closing speed
- Same direction moving:
Patrol: 12 to 80 mph in City mode, 20 to 80 mph (will track to 90 mph) in Highway mode
Target: ± 70% of patrol speed (will not measure speeds within 3 mph of patrol speed)
- Target Distance: One mile range typical for an average size vehicle. Range varies with vehicle size, terrain, weather, and traffic conditions. (Range is lower in same direction mode.)
- Speed Display: Three LED windows simultaneously display patrol, target, and locked or fastest target speeds. Display brightness automatically adjusts to the ambient light level.
- Display Unit Size: 1 1/2 in. high, 5 in. wide, 2 3/4 in. deep.
- Antenna:
Frequency: 33.8GHz ± 100 MHz (Ka-band)
Type: Circularly polarized, with seamless conical horn and Rexolite microwave lens.
- Enclosure: All-aluminum housing with a waterproof polycarbonate radome cover incorporating O-ring seals.
- Source: Solid state Gunn-effect diode transmitter with a nominal output power level of 12 to 30 mW.
- Power Density: Radiated power is less than 2 mW/cm² at 5 cm. distance from the antenna.
- Mixer Diode: Schottky barrier type related for 100 mW burnout.



MPH Industries, Inc.

316 E. Ninth Street
Owensboro, KY 42303

Phone: (888) 689-9222
Fax: (270) 685-6288



Multiple manufacturers of popular, late-model police vehicles are now denying private users and upfitters access to the vehicle's CAN bus and OBD II port, preventing the connection of the popular VSS and CAN bus cables to radar equipment.

The GPS Speed Interface from MPH Industries solves that problem by eliminating the need for VSS/CAN cables. The GPS Speed Interface offers the benefits of the wired vehicle integration without the hassles of locating and connecting into the vehicle's electronic speedometer signal.

- Enables Automatic Mode Switching between Stationary/Moving.
- Eliminates radar anomalies such as Shadowing, Batching and Combining.



The GPS Speed Interface is currently available on MPH dashmount radar products BEE III and Ranger EZ.



The GPS Speed Interface connects via a supplied connector which plugs into the in-car video/RS-232 port.



Shown above: single connector assembly for vehicles that do not use the in-car video/RS-232 port.



Shown above: dual connector assembly for vehicles that use the in-car video/RS-232 port. This style allows access to the RS-232 port.

Features

Wireless signal

Small size

Easy installation

Benefits

Eliminates the need for extra wiring, saves time on installation

Perfect for cruisers as well as motorcycles

Plugs into radar unit via provided adapter and small cable. Mount to the top of radar display or on the dash.

CITY OF MATTAWA

STAFF REPORT

To: Mayor Celaya and City Council
From: Public Works Department
Date: October 3, 2024
Proceeding Type: New Business
Subject: Procurement of Sewer Equipment Jet Trailer - ARPA

Legislative History:

- | | |
|------------------------|-----------------|
| • First Presentation: | October 3, 2024 |
| • Second Presentation: | |
| • Requested Action: | Motion |
-

Staff Report Summary

The subject in front of City Council is to authorize the purchase of a Sewer Equipment Jet Trailer for the Public Works Department -Sewer Division using ARPA funds.

Background

The city currently has a 1992 Volvo GM Heavy Truck Corporation Vac/ Jetter Truck. The city purchased the heavy truck in 2005 for \$32,500 from the City of Cheney. It has been used to maintenance operations in sewer utility since then. In 2019 the transmission was rebuilt, and the seatbelt were replaced. It currently is non-operations and needs to have the gearbox rebuilt. The pump which powers the suction vacuumed and Jetting pressure will also need to be rebuilt. The estimated expense to repair the Vac/ Jetter Truck ranges from 40K-50K. The proposed option is to purchase of a new Sewer Equipment Jet Trailer.

The Sewer equipment jet trailers will be used for cleaning and maintaining sewer lines, drain pipes, and stormwater systems. It use high-pressure water to remove blockages, debris, and buildup from pipes and sewer systems. The is an essential piece of equipment for municipalities that maintain and service sewer and drainage systems. The Sewer Equipment Jet Trailer can be transported by any Public Works Vehicle.

The purchase is cost-effective and can provide the ability to meet current and projected population growth. The utilization of the equipment will provide and maintain an adequate minimum level of service and serve wastewater (sewer) infrastructure. ARPA funds expenses expire at the end of this year (2024). The procurement would be done using the Washington State Department of Enterprise Services Contract #00120.

Fiscal and Policy Implications

Financial impacts are expected to be approximately \$120,609, plus tax. Budget amendment to follow and no policy implications are anticipated. The purchase of the Sewer Equipment Jet Trailer will derive from the appropriate fund(s) listed below:

#	FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING BUDGET AMOUNT	
1.	ARPA		*Sewer Equipment Jet Trailer	\$	\$0	\$0	100 %
TOTAL				\$	\$0	\$	100 %

*Pending budget amendment; fund transfer

Options

1. Authorize the purchase of the Sewer Equipment Jet Trailer with funds deriving from APRA.
2. Do not authorize the purchase of the Sewer Equipment Jet Trailer and possibly return unused ARPA funds to State/Federal agencies.

Staff Recommendation

1. Authorize the purchase of the Sewer Equipment Jet Trailer with funds deriving from APRA.

Attachments

A.	Washington State Department of Enterprise Services -Contract No. 00120
B.	Quote #597-1 & pictures
C.	Examples of Use

The following documents are attached and subject for review:

Review by:	Type of Document	Title of Document	Date Reviewed	Comment:
Engineering	▪ N/A			
Legal	▪ PDF	Staff Report		
Financial	▪ WORD	Staff Report	9/30/24	Initials: JEL

Comment: There are approx. 134k remaining ARPA funds left over from WWTF Fire Rebuild in Sewer fund.

Contract Summary

Catch Basin Cleaners and Jet Rodder Trucks (Various Sizes)



[See vendors on this contract and their certifications](#)

Contract #: 00120

Replaces: [01912](#)

Contract Type: STATEWIDE CONTRACT

Scope

The purpose of this Master Contract is to enable eligible purchasers to purchase Catch Basin Cleaners and Jet Rodder Trucks (Various Sizes) on Manufacturer OR Customer Provided Chassis, to include options, parts, and operator and mechanic training. Vehicles offered on this contract will have a delivery within 365 days from time of Purchase Order, or delivery of customer provided Chassis, whichever comes later. Contractor will provide a Contractor Delivery Checklist at time of Delivery of Entire Unit.

How to Use this Contract

1. Review the Contractor section below to find pricing, product offerings, and information for each Contractor.
2. Contact the sales representatives directly to consult about their products and services.
3. Reference DES Contract No.00120 on your Purchase Order.
4. Contact the Contract Administrator listed below with any further questions.

Awarded Contractors

One.7, Inc

Contact Information: [Brenda Pitzen](#) Phone:425-471-4548

[Pricing](#)

[Master Contract](#)

[Amendments 1,2,3,5](#)

[Amendment 4](#)

Ben-Ko-Matic CO dba Owen Equipment Company

Contact Information: [Dave Armstrong](#) Phone:(206) 304-1185

[Pricing](#)

[Master Contract](#)

[Amendments](#)

Enviro-Clean Equipment, Inc.

Contact Information: [Frank Clanton](#) Phone:360-931-6999

[Pricing](#)

[Master Contract](#)

[Amendments](#)

[Amendment Number 6](#)

SWS Equipment, LLC, dba Solid Waste Systems, Inc.

Contact Information: [Igor Kwiatkowski](#) Phone:(509)533-9000 | Direct: (253)245-4609

[Pricing](#)

[Master Contract](#)

[Amendments](#)

WSF, LLC dba Western Systems & Fabrication

Contact Information: [Scott Smits](#) Phone:800.456.7886/503.496.1330

[Pricing](#)

[Master Contract](#)

[Amendments](#)

DES has ensured this procurement meets [RCW 39.26](#), follows State of Washington [Current Procurement Policies](#), follows [DES procurement process](#), and DES has determined that entering into this contract will be in the best interest of the State of Washington.

Effective Date: 10-01-2020

Current Term Ends On: 09-30-2026

Diversity: 0% WBE 0% MBE

Est. Annual Worth: \$7,500,000

Final Term Ends On: 09-30-2026

of Bids Received: 8

Commodity Code(s): 065-78, 765-88

Contact Info:

Gideon Simukonda

(360) 407-9296

gideon.simukonda@des.wa.gov

[Vendor and Contract Performance Feedback Form](#)

Please send an email request to the Contract Manager for copies of any submitted feedback

[See the list of customers and vendors for the contract](#)

Who Can Use This Contract?

- [Organizations with Statewide Contract Usage Agreements](#)
- [Customer Communication Profile](#)
- [Oregon Coop Members](#)

- Ben-ko Owen Updated Catalog 2.26.24
- Enviro Cleaning Pricing 10.11.23
- Enviro-Clean Equip Exhibit E - Chassis
- One 7 Pricing 03.2023
- One 7 Pricing 03.2024
- One.7 Pricing 03.28.24
- Owen Equip. Ex B% off MSRP & Catalog
- Owen Equip. Exhibit E - Chassis
- Owen Equip. Exhibit E- Chassis
- Owen Pricing 02.2024
- Owen Pricing 03.27.24
- Owen Pricing 04.04.22
- Owen Updated Catalog
- SWS Pricing 08.30.22
- Vendor Pricing & Ordering
- Western Sys. & Fab Exhibit B- % off MSRP & Catalog
- Western Sys. & Fab Exhibit E - Chassis
- WSF Pricing & Ordering02.07.24
- WSF Pricing 02.01.22
- Specifications
- Bend-Ko combined Amds
- Bendkomatic Amendments 03.19.24
- Contract & Amendments
- Enviro Clean Amds
- Enviro Clean Amendment 6
- Enviro Clean MC
- Enviro-Clean Amendments
- EnviroCleanEquip,Inc.MasterContract&Amendmen
t
- One 7 Amendments 3.24
- One 7 amendments 3.24
- One. 7 Inc Amds
- One 7 Amendments 4.15.24
- One 7 Inc Amendment # 4
- One7Inc.MasterContract
- Owen Amendments 2.27.24
- Owen Combined Amds 3.2024
- OwenEquip.MasterContract
- SolidWasteSys,Inc.Master Contract
- SWS Amd #4
- SWS Amds
- SWS Amds 3.21.24
- SWS Amendment #5
- WesternSystems MasterContract
- WSF Amendments
- WSF Amendments 2.7.24

- Original Solicitation Documents
- Original Solicitation Amendments
- Bid Tab

This Contract has no Resource Documents

Showing 1 to 5 of 5 Vendors

Search Vendors:

1

Vendor	Vendor #	OMWBE ↑	Small Business	Veteran	Considerations / Preferences	Award Type
ONE.7. INC.	w15544					Main
WSF LLC	w76555					Main
BEN-KO-MATIC CO DBA OWEN EQUIPMENT COMPANY	w2516					Main
ENVIRO-CLEAN EQUIPMENT INC.	W3156					Main
SWS EQUIPMENT. LLC	w6068					Main

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned

[Award Types = Main, Reserved, and Main/Reserved](#)

= Veteran Owned

= *Preference Executive Order 18-03

= *Preference Nonmercury-Added Products Purchasing

= All Other Green Considerations

= Small Business

= *Preference Electronic Products Purchasing

= *Preference Polychlorinated Biphenyls (PCBs) Purchasing

= Preference Contract w/ Green Recycled Content

HFC = *Preference Hydrofluorocarbons Products Purchasing

* = Newly Added Icon.

Didn't find what you were looking for?

The Contracts Resource Center is here to help.

(360) 407-2210

contractingandpurchasing@des.wa.gov

[Find a Contracts Specialist](#)



SWS Equipment, LLC.

QUOTE

Four Locations Serving Washington, Idaho, Montana, Oregon

All Correspondence Remit: PO Box 13040, Spokane, WA 99213

800-892-7831 ~ Fax 509-533-1050 ~ phild@swsequipment.com

www.SWSequipment.com

Quote To:

City of Mattawa
 Juan Ledezma
 jledezma@cityofmattawa-wa.gov
 Phone: 509-932-4037
 Cell: 1 (509) 932-1547

Ship To:

521 Government Road
 Mattawa, WA 99349

Bill To:

521 Government Road
 Mattawa, WA 99349

Quote #:

597-1

Date:

09/18/2024

Sales Rep:

Phil Davison

FOB:

SWS

Ship Via:

Bestway

Est. Ship Date:

7/15/24

Term:

Net 30

Sourcewell Contract # 101221-SCA

Member # 235673

Qty	Description	Unit Price	Ext. Price
1	Sewer Equipment 747-FR2000 ECO Trailer Jet Sewer Cleaner. Standard Options: Engine & Pump: 74 HP Kohler Diesel Tier IV Engine. Giant 40 GPM @ 2000 PSI w/30 Min Run Dry Capability. Lighted Nema 4 Control Panel. Auto Shutdown (High Eng Temp / Low Oil Pressure) Low Oil Pressure). Air Purge Valve. Recirculation System. Painted Steel Shroud Enclosure w/Locking Access Doors. Engine Display. Electronic Throttle Control. Hose Reel & Hose: Rotating Safety Reel w/800 ft Capacity of 3/4 in Hose. Tank & Fill: 700 Gal. Black Super-Poly Water Tank. 2.5 in Fill System. Trailer: Tandem Axles 14,000 GVWR. Electric Brakes w/2-5/16 in Ball Hitch. (1) Aluminum Toolbox - Fender Mounted. D.O.T. Approved LED Lighting. Drop Leg Jack. Accessories:10 ft Leader Hose. BB Hose Guide. Tri-Star (Chisel Point) Nozzle. DD (High Flow) Nozzle. Finned Nozzle Extension. Nozzle Rack. 25 ft Fill Hose. Washdown Gun w/25 ft Ext. Hose. Upstream Pulley Guide. Paper Operator / Owners Manual.	\$ 88,440.00	\$ 88,440.00
1	Electronic/Hydraulic Clutch Engage (Toggle Switch In Lieu Of Mechanical Engage)	\$ 1,582.00	\$ 1,582.00
1	Drain Valves for water pump *recommended for cold weather climates	\$ 201.00	\$ 201.00
1	Automatic Level Wind with hydraulic up/down action	\$ 7,029.00	\$ 7,029.00
1	Reference Distance Meter	\$ 1,778.00	\$ 1,778.00
1	**600ft** Sewer Hose 3/4" X 2500psi Hose / Per Ft. (1000' Max Capacity)	\$ 3,030.00	\$ 3,030.00
1	Winterization system (anti-freeze system w/ 26 gallon reservoir)	\$ 1,484.00	\$ 1,484.00
1	Hose Guide / wash-down gun / Upstream pulley guide storage tray	\$ 1,135.00	\$ 1,135.00
1	Six (6) 28" DOT safety cones and holder	\$ 507.00	\$ 507.00
1	Engine/water pump compartment light	\$ 262.00	\$ 262.00
1	LED Flood Light (factory standard)	\$ 557.00	\$ 557.00
1	LED Amber Strobe Light (factory standard)	\$ 650.00	\$ 650.00
1	Wireless remote pendant control (with hose reel F-N-R control, Throttle up/down, water on/off, and kill switch) includes manifold hydraulics	\$ 8,948.00	\$ 8,948.00
1	Spare Tire & Rim	\$ 595.00	\$ 595.00
1	Spare Tire Mounting Bracket	\$ 520.00	\$ 520.00
1	Sourcewell Discount	\$ -6,668.00	\$ -6,668.00
1	ENZ Rotating Bulldog 60 Series w/ Skid 1"	\$ 3,434.25	\$ 3,434.25
Subtotal		\$ 113,484.25	\$ 113,484.25

	Additional Items	
Body Pre-Delivery Inspections		\$ 744.00
Freight		\$ 6,380.00

Subtotal **\$ 7,124.00**

Grand Total **\$ 120,608.25**

QUOTE VALID FOR 10 DAYS

**PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY. APPLICABLE SALES TAX
NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE.
ANY IMPLIED WARRANTY AS PER THE MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON
COMPLETION OF WORK OR AS SPECIFIED ABOVE**

Due to a high level of uncertainty with regard to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature: _____ Printed Name: _____ Date: _____

747-FR2000 Models

The Industry Standard since 1993

4 Cylinder Ford Gas – Classic

6 Cylinder Ford Gas – Eco (Runs Quieter at lower RPM)



sewershop.com

NEW ERA



2014

National Dealer Meeting



RESOLUTION NO. 24.10.07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MATTAWA
DECLARING EASTER EGG HUNT, DIA DEL NIÑO Y EL LIBRO, CITY
CLEAN-UP, COMMUNITY YARD SALE, MOVIES IN THE PARK,
NATIONAL NIGHT OUT, TRUNK-OR-TREAT AND WINTER FESTIVAL
AS COMMUNITY EVENTS

Recitals:

1. The City recognizes and acknowledges the importance of public special events that serve to enrich the civic, charitable, cultural, economic, entertainment, educational, and other values of the community and that enhance community identity; and
2. The City further recognizes that the limited economic, staff and other resources of the City require that the City provide City support only to those special events that uniquely promote and advance public objectives; and
3. The declaration of a public event as a Community Event may, at the sole discretion of the City, include provision of City resources; and
4. The City agrees to designate and sponsor Easter Egg Hunt Dia del Niño y el libro, City Clean-up, Community yard sale, Movies in the Park, National Night Out, Trunk-or-Treat and Winter Festival events at the City Park.

Resolved:

1. Events in the Park shall occur on the following dates:

Easter Egg Hunt: March 30, 2024

Dia del Niño y el Libro: April 26, 2024

Spring City Clean-up: TBD

Summer City Clean-up: TBD

Fall City Clean-up: TBD

Movie in the Park: June 14, July 19, August 9, 2024 (Themed)

Community Yard Sale: August 3, 2024 and October 5, 2024

National Medication Take Back Day: October 2024

Coffee with a Cop: October 19, 2024

National Night Out: August 9, 2024 (with movie event)

Trunk-or-Treat: October 31, 2024

Winter parade & Festival: December 13, 2024

2. Vendors may sell various wares and refreshments upon the approval of the Mayor and provided they have a City business license, if required.

3. The City shall provide public restrooms, road block equipment and road block signs (if required), and trash can, and shall pay for movie licensing fee (and/or seek sponsors) and electricity and water used during the dates and hours of the event. Funds shall be taken from the City's General Fund: Community Events.

4. No City labor will be provided except as incidental support of volunteer work.

5. Each entity and its volunteers is responsible for the set-up and take down of its respective equipment.

6. Each vendor or booth participant shall handle the set-up and take-down of its individual booth and displays.

ADOPTED by the City Council of the City of Mattawa, Washington, this 3rd day of October, 2024.

Maria M Celaya, Mayor

ATTEST:

Anabel Martinez, City Clerk