



**CITY OF MATTAWA
COUNCIL MEETING AGENDA
FEBRUARY 16, 2023
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

I. Additions/Approval of Agenda:

II. Public Comments

III. Consent Agenda/Informational:

- ADU Proposal from German Godinez
- Minutes- Council Meeting 02/02/23
- 2023 Claims Checks Approval #19669-19698 - \$63,784.54
- 2023 Payroll EFT Approval - \$8,700.00
- Treasurer Report

IV. Reports:

Mayor Report

Council Report

Police Department Report

Public Works Department Report

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

1. WSD Snowplowing ILA – Update

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

1. TIB Consultant Agreement: Riverview Ave. Improvements (Complete Streets)
2. Revised Progress Estimate 12 – Phase III Equipment Installation

VII. **Adjournment:**

Accessory Dwelling Units (ADU) Rental Proposal

Current situation: Residents of Mattawa who own a single-family home property have the option to create an ADU either attached or separate to the Single-Family Home property. However, ADU cannot be rented as per the Mattawa Municipal Code.

Proposal: Amend Mattawa Municipal Code as part of the comprehensive plan to include verbiage which allows property owners to rent an ADU.

Definition:

1. Mattawa Municipal Code: Chapter 17.10.030 Accessory dwelling.
 - a. "Accessory dwelling" means a separate living unit (apartment) integrated within a single-family dwelling, or one located as a detached accessory dwelling located on the same lot as a single-family dwelling.

Introduction: The shortage of affordable housing has become a pressing issue in many communities, and accessory dwelling units (ADUs) offer a solution by providing additional rental options. This proposal aims to allow property owners to rent ADUs both benefitting the property owners and tenants.

The benefits of an ADU include, but not limited to:

1. Community
 - a. Increases affordable housing options.
 - b. Enhances property values.
2. Homeowners
 - a. Generates passive income.
 - b. Increases property value.
 - c. Offers flexibility for future use.
3. Tenant
 - a. Offers affordable housing options.
 - b. Enhances rental choices and competitions.
 - c. Increases accessibility to desired neighborhoods.
 - d. Offers potential for reduced housing cost.

Consumption: The utility consumption for an accessory dwelling unit (ADU) can vary widely depending on several factors including but not limited to size of the unit, number of occupants, climate, and energy efficiency. However, average consumption an ADU may consume is 50-15- gallons per day for water and 50-150 kilowatts-hours per month for electricity. Overall, utility consumption varies depending on the specific ADU.

Disclaimer Note: The above proposal by no means is comprehensive. Additional details are required, including but not limited to, updating Mattawa Municipal Code or an impact evaluation on the departments of the city of Mattawa and communities.



**CITY OF MATTAWA
COUNCIL MEETING MINUTES
FEBRUARY 02, 2023
5:30 PM**

Call to Order/Roll Call

The council meeting was called to order by Mayor Maria Celaya at 5:32 p.m. Council members present were Sun Hwang, Brian Berghout, Silvia Barajas, Tony Acosta, Alex Heredia, Fabiola Hernandez. M/s; Acosta / Barajas motion to excuse Wendy Lopez. Motion carried.

Staff present – Chief of Police Robert Salinas, Public Works Director Juan Ledezma, City Clerk Anabel Martinez

Others Present: City Attorney Katherine Kenison, SCJ Alliance (Rachelle Bradley), Nancy & Jamin (Gray & Osborne) CAD Homes representatives, Sara Prather; Drew Scott, German Godinez, Jessie Chiprez, Gil Alvarado (Port’s Planner)

~ ~ ~ ~ ~

I. Additions/Approval of Agenda:

** M/s; Acosta / Heredia motion to add to agenda Bodrero / CAD Homes development agreement ordinance, Resolution 23.02.04 Bodrero Annexation and an executive session 42.30.110 (b) real estate sale. Motion carried.

** M/s; Acosta / Heredia approve tonight’s agenda. Motion carried.

II. Public Hearing: Bodrero / CAD Homes Development Agreement

** Public hearing is opened at 5:38 pm.

- Gil Alvarado, the port’s planner, commented that they are in full support of the development. The project will bring in commercial interest for other developers. When asked about possible projects, they have routed them to the articles about this possible development.
- German Godinez asked about the affordable homes and if the local residents will have the opportunity to buy instead of homes being sold to companies. Drew Scott responded that the homes will be “built for sale”. Sara Prather said they are willing to do an advance notice for residents to be able to place themselves on the list to participate to buy.

** Public hearing was closed at 5:58 pm.

III. Presentation Overview of Bodrero / CAD Homes Development Agreement

** Rachelle Bradley gave an overview of the status of the agreement.

- Sara Prather shared they would like to include section 20 in the agreement or extend the 5-year term for the project. She mentioned they received the redlines yesterday and did not fully have time look into the changes. Councilman Berghout is all for extending additional time if needed, Councilman Acosta reminded council that they have (2) 1-year extension if needed, councilwoman Hernandez is opposed of

extending time. Scott mentioned that due to the city's inspector only available 2 days a week that will cause the project to delay.

- Council agreed to increase from 5 to 6 years to complete all phases.
- Sara asked what the meaning of section 29 was and after Katherine explained they are ok with leaving that language in the agreement.

IV. Public Comments:

** Jessie Chiprez voiced multiple concerns. He says the residents of Mattawa are not desperate or housing, the residents live under one roof by choice there are many options buy. Reminded council that there was still the option to extend the project an additional (2) 1-year extension if needed.

** Jessie complained that the city should not be spending on items not budgeted instead of ramping up the utility rates.

V. Consent Agenda/Informational:

** Clerks Department List of Training / Certifications for 2023

** Public Works Department List of Training / Certifications for 2023

** Police Department List of Training / Certifications for 2023

** RAISE Grant for Government Road Improvements

** Minutes – Council Meeting 01/19/23

** 2023 Claims EFT & Checks Approval #19642-19668 - \$75,422.64

** 2023 Payroll EFT & Checks Approval #31834-31838 - \$53,950.76

** Approval of Claims, Prepaid Claims and Payroll Vouchers audited and certified by the City Clerk as required by RCW 42.24.080, and those expense reimbursement claims, certified as required by RCW 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 February 02, 2023, the Council approved for payment of 2022 Claims EFT & checks approval #19642-19668 in the amount of \$75,422.64, 2023 Payroll EFT & checks approval #31834-31838 in the amount of \$53,950.76.

**** M/s; Berghout / Barajas motion that bills, checks, payroll, 01.19.23 meeting minutes be approved. Motion carried.**

VI. Reports

Mayor's Report:

** The Port retreat date has changed to February 25th from 9am to 2pm at the school district.

** The training plans or focus for this year for each department is included in the consent agenda.

** Mayor explained that the request on the agenda to amend the sub-committee rules is to be able to include the community as part of organizing the community events.

** There is a meeting next week with the legislative reps about the appropriations application.

Council's Report:

** Councilwoman Hernandez would like to know how the community can communicate with council.

** She also asked who will be joining her to Olympia to meet with the state reps.

Police Department's Report:

- ** Edgar Villa is doing well, is currently on FTO process.
- ** New Recruit – Alejandro Vasquez is expected to start on February 14th.
- ** Council asked about an update on the police vehicles, chief Salinas said they are starting the build on one of the vehicles next week and on the other vehicles until 2 weeks.

Public Works Department's Report:

- ** Government Rd. Pathway – relocation will occur mid-month after that the project will continue.
- ** Fire rebuild is ongoing, the UV System has been mounted on the wall.
- ** The city has been awarded a grant for a plan on Parks & Rec of 60k. Thanks to Rachele for applying.

VII. Council Items For Motion (Old Business):

None.

VIII. Council Items For Motion (New Business):

1. **Development Agreement between the City of Mattawa & CAD Homes LLC**
M/s; Berghout / Barajas motion to approve the development agreement with the changes agreed upon. Opposed, Hernandez. Motion carried.
2. **Ordinance 23-682 Approving Development Agreement & Res. 23.02.04 Bodrero Annexation**
M/s; Berghout / Barajas motion to approve the ordinance and resolution. Motion carried.
3. **WWTF Improvements – Awarding Project**
M/s; Berghout / Hernandez motion to approve to award project to BOSS Construction. Motion carried.
4. **WWTF Improvements – Construction Administration Contract – G & O**
M/s; Acosta / Heredia motion to approve this contract. Motion carried.
5. **Solids Handling Evaluation Study Contract – G & O**
M/s; Berghout / Barajas motion to approve this contract. Motion carried.
6. **Well #2 Rehabilitation Memorandum**
M/s; Berghout / Acosta to proceed with project using ARPA funds. Motion carried.
7. **Resolution 23.02.03 Amending Sub-Committee Rules/Policy & Procedure 2023-1**
M/s; Berghout / Barajas motion to approve amending policy. Opposed, Acosta. Motion carried.
8. **Cooperative Purchasing Agreements**
M/s; Berghout / Hwang motion to approve this agreement. Motion carried.

** Nancy spoke on the funding for the Portage Avenue lift station. She also introduced Jamin to council as they will be transitioning into Jamin being more involved with the city's projects.

IV. Executive Session RCW 42.30.110 (B) "Real Estate Sale...". No action needed. Session started at 8:10 pm for 20 minutes. Additional 40 minutes were needed. Council reconvened at 9:10 pm. No action made.

V. The council meeting was adjourned at 9:10 P.M. M/s; Acosta / Heredia. Motion carried.

Respectfully submitted,

Anabel Martinez, City Clerk

Maria Celaya, Mayor

ACCOUNTS PAYABLE

City Of Mattawa

Time: 16:29:17 Date: 02/13/2023

As Of: 02/16/2023

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
15896	02/16/2023	02/16/2023	3236	911 SUPPLY PUBLIC SAFETY GEAR&APPAREL	170.13 MPD- Uniforms
	521 20 31 01	Uniforms & Clothing	001 000 521	170.13	Tactical Pants/Armor Shirts/Name Tape-Officer Vazquez
15909	02/16/2023	02/16/2023	2889	ABC FIRE CONTROL INC	208.13 Annual Fire Extinguisher Insp.
	518 30 47 14	City Hall Utilities	001 000 518	52.01	Annual Fire Extinguisher Insp.
	534 10 31 01	Operating Supplies	401 000 534	52.04	Annual Fire Extinguisher Insp.
	535 10 31 00	Office Supplies	405 000 535	52.04	Annual Fire Extinguisher Insp.
	572 20 31 00	Library Maintenance And C	001 000 572	52.04	Annual Fire Extinguisher Insp.
15914	02/16/2023	02/16/2023	3130	CASCADE ANALYTICAL EUROFINS, EUROFINS I	295.00 Water RC Samples
	534 10 41 02	Chemical Samples	401 000 534	295.00	Water RC Samples
15892	02/16/2023	02/16/2023	91	CITIES INS OF WASHINGTON	250.00 Deductible Reimbursement- 9-9-19 Tolano Velazquez C2022
	518 30 46 00	Insurance	001 000 518	250.00	Deductible Reimbursement- 9-9-19 Tolano Velazquez C2022
15919	02/16/2023	02/16/2023	1251	CITY OF MATTAWA-UTILITIES	305.56 City Of Mattawa Utilities January 2023
	518 30 47 14	City Hall Utilities	001 000 518	92.53	City Hall
	543 30 47 00	Utilities	101 000 543	92.53	Shop
	572 20 31 00	Library Maintenance And C	001 000 572	120.50	Library
15895	02/16/2023	02/16/2023	108	CONSOLIDATED DISPOSAL	21,503.43 Waste Services Jan. 2023
	537 10 33 00	Consolidated Disposal	420 000 537	21,503.43	Waste Services Jan. 2023
15911	02/16/2023	02/16/2023	2667	CORRECT EQUIPMENT	7,659.54 Well No 3 & 4 Flow Meters
	534 10 48 03	System Repair & Maintenan	401 000 534	7,659.54	Flow Meter
15904	02/16/2023	02/16/2023	1698	GRANT COUNTY PUD	1,854.05 Power Billing January 2023
	542 63 47 00	Street Lighting	101 000 542	170.18	St Lights Park
	542 63 47 00	Street Lighting	101 000 542	1,683.87	St Lights Park
15920	02/16/2023	02/16/2023	286	KENISON P.S, KATHERINE L.	5,920.00 Legal Fees Jan. 2023
	515 41 41 00	Legal Fees	001 000 515	5,920.00	Legal Fees Jan. 2023
15906	02/16/2023	02/16/2023	1193	MARTY'S HARDWARE	689.39 Parts/Supplies
	518 70 31 00	Other Supplies And Furnitu	001 000 518	41.19	Toilet Set

ACCOUNTS PAYABLE

City Of Mattawa

Time: 16:29:17 Date: 02/13/2023

As Of: 02/16/2023

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 10 35 00	Small Tools & Equipment		401 000 534 Water Operatin;	0.69	Nails
534 10 35 00	Small Tools & Equipment		401 000 534 Water Operatin;	70.44	Spring Brace
534 10 49 00	Water Master Training		401 000 534 Water Operatin;	17.61	Propane Gallons
535 10 31 00	Office Supplies		405 000 535 Sewer Operatin	42.25	Latch Box/Flashlight
535 10 35 00	Small Tools & Equipment		405 000 535 Sewer Operatin	53.10	Drill BitSet
535 10 35 00	Small Tools & Equipment		405 000 535 Sewer Operatin	-32.52	UHMW Pusher
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	65.02	Lawn & Leaf Rake
535 10 48 04	System Repairs / Maintenar		405 000 535 Sewer Operatin	2.49	Redu Bushing
554 30 31 00	Animal Control / Supplies		001 000 554 Current Expens	364.10	Dog Food
576 80 31 03	Playground Equipment Sup		001 000 576 Current Expens	65.02	Lawn & Leaf Rake
15913	02/16/2023	02/16/2023	2840 MATTAWA AUTO PARTS, LLC	131.15	Parts/Supplies
534 10 48 02	Vehicle Repair & Maintena		401 000 548 Water Operatin;	65.58	Tub Towels/Brake Cleaner
535 10 48 03	Vehicle Repair / Maintenan		405 000 535 Sewer Operatin	65.57	Tub Towels/Brake Cleaner
15912	02/16/2023	02/16/2023	1900 MATTAWA TIRE CENTER	315.25	PW- Vehicle Maint.
534 10 48 02	Vehicle Repair & Maintena		401 000 548 Water Operatin;	157.63	Level Kit Installation
535 10 48 03	Vehicle Repair / Maintenan		405 000 535 Sewer Operatin	157.62	Level Kit Installation
15905	02/16/2023	02/16/2023	3536 NATIONAL BAND & TAG COMPANY	86.10	Dog License Tags
554 30 31 00	Animal Control / Supplies		001 000 554 Current Expens	86.10	Dog License Tags
15899	02/16/2023	02/16/2023	625 NORCO	27.17	Cylinder Rental January 2023
534 10 41 02	Chemical Samples		401 000 534 Water Operatin;	27.17	Cylinder Rental January 2023
15894	02/16/2023	02/16/2023	2798 PACIFIC OFFICE AUTOMATION	122.00	Print Ink Usage Dec. 2022
518 70 45 01	Copier Lease		001 000 518 Current Expens	40.67	Print Ink Usage Dec. 2022
534 10 45 01	Copier Lease		401 000 534 Water Operatin;	40.67	Print Ink Usage Dec. 2022
535 10 45 01	Copier Lease		405 000 535 Sewer Operatin	40.66	Print Ink Usage Dec. 2022
15907	02/16/2023	02/16/2023	2820 PETRO-USA MATTAWA MART	788.26	PW Fuel
534 10 32 02	Fuel		401 000 535 Water Operatin;	394.13	PW Fuel
535 10 32 00	Fuel		405 000 535 Sewer Operatin	394.13	PW Fuel
15916	02/16/2023	02/16/2023	2820 PETRO-USA MATTAWA MART	2,129.95	MPD Fuel Services
521 20 32 03	Police Vehicle Fuel		107 000 521 Public Safety T;	2,129.95	MPD Fuel Services
15910	02/16/2023	02/16/2023	1247 RIO'S AUTO AG SUPPLY	91.14	Parts/Supplies
521 20 48 00	Vehicle Repair And Mainte		001 000 521 Current Expens	81.39	Oil/Chlorinated Braker/Oil Filter

ACCOUNTS PAYABLE

City Of Mattawa

Time: 16:29:17 Date: 02/13/2023

As Of: 02/16/2023

Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 10 31 01	Operating Supplies		401 000 534 Water Operatin;	9.75	Rebar Tie Wire
15900	02/16/2023	02/16/2023	2963	23.00	Web Archive- Page Add'l CX
518 30 49 14	Professional Services		001 000 518 Current Expens	23.00	Web Archive- Page Add'l CX
15915	02/16/2023	02/16/2023	3299	1,719.00	WWTP RC Samples
535 10 41 02	Testing Samples		405 000 535 Sewer Operatin	1,719.00	WWTP RC Samples
15902	02/16/2023	02/16/2023	1979	8,737.60	Building Permit Plan Review And Rental/Fire Insp. Fee
524 20 41 00	Rental/Fire Inspection Cost		001 000 524 Current Expens	7,599.00	Rental/Fire Inspectios
558 50 41 00	Building Permit & Plan Rev		001 000 558 Current Expens	1,138.60	Building Permit Plan Review
15908	02/16/2023	02/16/2023	2140	225.00	Portable Restrooms February 2023
576 80 47 00	Park Utilities		001 000 576 Current Expens	225.00	Portable Restrooms February 2023
15898	02/16/2023	02/16/2023	554	26.00	Bank Fees Jan. 2023
514 23 41 01	Banking And Visa/Merchar		001 000 514 Current Expens	26.00	Bank Fees Jan. 2023
15921	02/16/2023	02/16/2023	274	186.00	Utility Bills Postage Fee February 2023
534 10 30 02	Postage		401 000 534 Water Operatin;	62.00	Utility Bills Postage Fee February 2023
535 10 31 01	Postage		405 000 535 Sewer Operatin	62.00	Utility Bills Postage Fee February 2023
537 10 31 01	Postage		420 000 537 Solid Waste Fu	62.00	Utility Bills Postage Fee February 2023
15893	02/16/2023	02/16/2023	613	12.90	Excavation Notification January 2023(10)
534 10 47 01	Utilities		401 000 534 Water Operatin;	12.90	Excavation Notification January 2023(10)
15918	02/16/2023	02/16/2023	3108	4,550.00	MPD- Vehicle Maint.
521 20 48 00	Vehicle Repair And Mainter		001 000 521 Current Expens	4,550.00	Vehicle Towed/ Coolant Leak/Spark Replacement/Brakes
15901	02/16/2023	02/16/2023	3362	54.77	IT Services-Annual Sub. Prorated 1-27/8-31
518 30 49 14	Professional Services		001 000 518 Current Expens	54.77	IT Services-Annual Sub. Prorated
15917	02/16/2023	02/16/2023	150	1,584.00	2023 Operating Permit & Certificate
534 10 51 00	System Permit Fees		401 000 534 Water Operatin;	1,584.00	2023 Operating Permit & Certificate
15897	02/16/2023	02/16/2023	2957	199.99	WWTF Garbage Disposal

ACCOUNTS PAYABLE

City Of Mattawa

Time: 16:29:17 Date: 02/13/2023

As Of: 02/16/2023

Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	199.99	WWTF Garbage Disposal
15903	02/16/2023	02/16/2023	3212 YESCO LLC	650.40	Reader Board Diagnose
518 30 48 00	Repair And Maintenance		001 000 518 Current Expens	650.40	Reader Board Diagnose

Report Total: 60,514.91

Fund	
001 Current Expense Fund	21,602.45
101 Street Fund	1,946.58
107 Public Safety Tax Fund	2,129.95
401 Water Operating Fund	10,449.15
405 Sewer Operating Fund	2,821.35
420 Solid Waste Fund	21,565.43

This report has been reviewed by:



 Anabel Martinez - City Clerk

2/13/23

 Date

REMARKS:

TREASURER'S REPORT

Fund Totals

City Of Mattawa

Time: 13:36:43 Date: 02/10/2023

12/01/2022 To: 12/31/2022

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 Current Expense Fund	1,076,590.25	182,490.05	153,964.04	1,105,116.26	32,826.16	54,717.14	-28,372.36	1,164,287.20
101 Street Fund	12,658.69	865,820.00	386,806.38	491,672.31	27,071.06	1,842.05	-879,311.71	-358,726.29
102 Police Vehicle Fund	17,987.03	3.89		17,990.92	0.00	0.00	0.00	17,990.92
103 Multimodal Transportation Fund	77,587.70	2,061.68		79,649.38	0.00	0.00	0.00	79,649.38
105 COPS Grant	0.00	43,133.49	43,133.49	0.00	27,782.92	0.00	0.00	27,782.92
106 LFRF Fund	1,295,446.97	0.00	10,670.00	1,284,776.97	0.00	0.00	0.00	1,284,776.97
107 Public Safety Tax Fund	-50,967.38	34,696.66	12,336.59	-28,607.31	6,177.88	0.00	0.00	-22,429.43
140 Transportation Benefit Fund	246,362.60	7,605.20	-17,500.00	271,467.80	0.00	0.00	0.00	271,467.80
350 Capital Improvement Fund	158,296.21	130.35		158,426.56	0.00	0.00	0.00	158,426.56
401 Water Operating Fund	818,426.89	53,708.25	77,886.26	794,248.88	24,517.38	6,814.35	-890.86	824,689.75
402 Water Bond Debt Fund	43,764.28	0.00	6,327.57	37,436.71	0.00	0.00	0.00	37,436.71
403 Customer Deposit Fund	100.00	-1,600.00	-1,500.00	0.00	325.70	0.00	0.00	325.70
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	-539,583.77	598,936.73	53,168.61	6,184.35	13,952.34	7,161.57	-2,311.19	24,987.07
406 Sewer Debt Fund	311,652.04	267.36	5,902.27	306,017.13	0.00	0.00	-200.00	305,817.13
407 Water Emergency Fund	62,002.61	13.40		62,016.01	0.00	0.00	0.00	62,016.01
408 Sewer Emergency Fund	21,099.94	4.56		21,104.50	0.00	0.00	0.00	21,104.50
410 Sewer Reserve Fund	83,151.54	17.97		83,169.51	0.00	0.00	0.00	83,169.51
411 Water Capital Improvement	475,224.28	102.71		475,326.99	0.00	0.00	0.00	475,326.99
412 Sewer Capital Improvement	540,996.88	124,148.60	552.00	664,593.48	552.00	0.00	0.00	665,145.48
413 Water Deposits	11,627.47	900.00	850.00	11,677.47	0.00	0.00	0.00	11,677.47
414 Sewer Deposits	11,627.46	900.00	850.00	11,677.46	0.00	0.00	0.00	11,677.46
420 Solid Waste Fund	140,223.65	32,485.55	57,897.46	114,811.74	24,554.48	1,064.63	-1,934.15	138,496.70
460 Water System Construction	73,796.49	0.00		73,796.49	0.00	0.00	0.00	73,796.49
639 Custodial Fund	601.00	25.00	626.00	0.00	626.00	0.00	0.00	626.00
	4,968,006.46	1,945,851.45	791,970.67	6,121,887.24	158,385.92	71,599.74	-913,020.27	5,438,852.63

(A)

(C)

(B)

(D)

TREASURER'S REPORT

Account Totals

City Of Mattawa

Time: 13:36:43 Date: 02/10/2023

12/01/2022 To: 12/31/2022

Page: 2

Cash Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 Checking	1,999,754.96	1,916,747.44	756,403.05	3,160,099.35	-912,799.97	229,985.66	2,477,285.04
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	241,861.00	846.19	0.00	242,707.19	0.00	0.00	242,707.19
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	8,124.37	30,803.67	38,113.47	814.57	-220.30	0.00	594.27
Total Cash:	4,968,006.46	1,948,397.30	794,516.52	6,121,887.24	-913,020.27	229,985.66	5,438,852.63
	4,968,006.46	1,948,397.30	794,516.52	6,121,887.24	-913,020.27	229,985.66	5,438,852.63

A

B

TREASURER'S REPORT


Outstanding Vouchers

12/01/2022 To: 12/31/2022

As Of: 12/31/2022 Date: 02/10/2023

Time: 13:36:43 Page: 3

City Of Mattawa

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2022	3636	12/29/2022	Util Pay	1		XPRESS BILL PAY	110.15	Xpress Import - CC - 12-29-2022__daily_batch.csv
2022	3637	12/30/2022	Util Pay	1		BATCH UTILITY CUSTOMER	300.00	
2022	3638	12/30/2022	Util Pay	1		BATCH UTILITY CUSTOMER	1,254.06	
2022	3639	12/30/2022	Util Pay	1		BATCH UTILITY CUSTOMER	550.00	
2022	3640	12/30/2022	Util Pay	1		BATCH UTILITY CUSTOMER	567.83	
2022	3641	12/30/2022	Tr Rec	1		MUNOZ, GABRIEL	200.00	
2022	3642	12/30/2022	Tr Rec	1		POLICE MISC	10.00	
2022	3644	12/30/2022	Util Pay	1		XPRESS BILL PAY	1,803.41	Xpress Import - CC - 12-30-2022__daily_batch.csv
2022	3646	12/31/2022	Util Pay	1		XPRESS BILL PAY	330.45	Xpress Import - CC - 12-31-2022__daily_batch.csv
2022	3686	12/31/2022	Tr Rec	1		WA STATE DEPT OF COMMERCE	420,223.26	CDBG Gov't. Rd. Pathway #3
2022	3687	12/31/2022	Tr Rec	1		TRANSPORTATION IMPROVEMENT BOAR	459,088.45	8th St. & Selkirk Ave. Improvements Project
2022	3725	12/31/2022	Tr Rec	1		WA STATE DEPT OF COMMERCE	28,190.00	HAPI Grant Pay Request #1
2022	3737	12/31/2022	Tr Rec	1		AMERICAN EXPRESS, MERCHANT ACCOU	172.36	American Express Fee Deposit
Receipts Outstanding:							912,799.97	
2022	3726	12/31/2022	Payroll	1	EFT	ESD - PFML	0.75	Difference In Amount Of PFML Payment
2022	3652	12/31/2022	Claims	1	EFT	U.S CELLULAR	587.90	PW & Mayor/Clerks Cell Phone Services
2022	3651	12/31/2022	Claims	1	EFT	QUADIENT FINANCE USA INC.	147.85	Postage Machine Nov. 2022
2022	3650	12/31/2022	Claims	1	EFT	FIRST BANKCARD	3,047.49	Credit Card Expenses-Clerks; Credit Card Expenses-MPD; Credit Card Expenses-PW
2022	3649	12/31/2022	Claims	1	EFT	CENTURY LINK	184.70	Lift Station Line; WWTF SCADA System
2022	3633	12/31/2022	Payroll	1	EFT	WASHINGTON TEAMSTERS WELFARE TRUST	20,462.40	Pay Cycle(s) 12/01/2022 To 12/31/2022 - Teamsters Medical
2022	3632	12/31/2022	Payroll	1	EFT	WA STATE SUPPORT REGISTRY	508.88	Pay Cycle(s) 12/01/2022 To 12/31/2022 - Child Support
2022	3631	12/31/2022	Payroll	1	EFT	WA STATE EMPLOYMENT SECURITY	484.15	4th Quarter Unemployment: 10/01/2022 - 12/31/2022
2022	3630	12/31/2022	Payroll	1	EFT	WA STATE DEPT. OF RETIREMENT	12,005.11	Pay Cycle(s) 12/01/2022 To 12/31/2022 - PERS 2; Pay Cycle(s) 12/01/2022 To 12/31/2022 - LEOFF 2
2022	3629	12/31/2022	Payroll	1	EFT	WA STATE DEPT OF LABOR & INDUSTRIES	13,440.36	4TH Quarter L&I: 10/01/2022 - 12/31/2022
2022	3628	12/31/2022	Payroll	1	EFT	ESD - PFML	1,001.83	Pay Cycle(s) 10/01/2022 To 12/31/2022 - PFML
2022	3627	12/31/2022	Payroll	1	EFT	COLUMBIA BANK 1117 MATTAWA	20,505.85	941 Deposit for Pay Cycle(s) 12/01/2022 - 12/31/2022
2022	3626	12/31/2022	Payroll	1	EFT	AFLAC	451.73	Pay Cycle(s) 12/01/2022 To 12/31/2022 - AFLAC PRE TAX; Pay Cycle(s) 12/01/2022 To 12/31/2022 - AFLAC

TREASURER'S REPORT

Outstanding Vouchers

City Of Mattawa

12/01/2022 To: 12/31/2022

As Of: 12/31/2022 Date: 02/10/2023

Time: 13:36:43 Page: 4

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
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	Reimbursment 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
2021	597	02/04/2021	Claims	1	18361	JONATHAN HERNANDEZ NUNEZ	100.00	Refund Utility Deposit
2022	3085	11/03/2022	Claims	1	19478	MARIA SOLEDAD CHAVEZ	100.00	Refund Utility Deposit
2022	3459	12/15/2022	Claims	1	19546	COLUMBIA BASIN HERALD	204.36	Ad For Public Hearing Preliminary Budget 10/21/2022; Ad For Final Budget Hearing 2023; Ad For Public Hearing Preliminary 10/28/2022
2022	3462	12/15/2022	Claims	1	19549	FORD MOTOR CREDIT COMPANY	3,269.63	MPD-Vehicle Lease
2022	3463	12/15/2022	Claims	1	19550	GLOBAL CHEMICALS INC	0.00	PW-SUV Tailgate Salt Spreader-VOID WRONG VENDOR -GLOBAL INDUSTRIAL
2022	3470	12/15/2022	Claims	1	19557	MATTAWA TIRE CENTER	60.61	PW-Flat Repair
2022	3473	12/15/2022	Claims	1	19560	PACIFIC OFFICE AUTOMATION	247.64	Monthly Equipment Fee Oct. 2022
2022	3477	12/15/2022	Claims	1	19564	SOILTEST FARM CONSULTANTS INC	885.00	RC WWTF Samples; RC Samples
2022	3479	12/15/2022	Claims	1	19566	U.S. BANK MUN INV. ACCOUNT	26.00	Bank Fees Nov. 2022
2022	3480	12/15/2022	Claims	1	19567	UNITED STATES POSTAL SERVICES	168.00	Utility Bills Postage Fee December 2022
2022	3482	12/15/2022	Claims	1	19569	VISION MUNICIPAL SOLUTIONS LLC	82.50	IT Services MPD
2022	3653	12/31/2022	Claims	1	19573	A-1 PERFORMANCE INC.	219.35	Monthly Cleaning Services Dec. 2022
2022	3654	12/31/2022	Claims	1	19574	ALSCO	99.73	Library Mat Maint. Services Dec 21, 2022
2022	3655	12/31/2022	Claims	1	19575	EUROFINS MICROBIOLOGY LAB CASCADE ANALYTICAL EUROFINS	818.00	RC Samples; RC Samples
2022	3656	12/31/2022	Claims	1	19576	CITY OF MATTAWA-PETTY CASH	80.68	Petty Cash
2022	3657	12/31/2022	Claims	1	19577	CITY OF MATTAWA-UTILITIES	274.51	City Of Mattawa Utilites Dec. 2022
2022	3658	12/31/2022	Claims	1	19578	CLASSY CUTZZ BARBER STUDIO	100.00	Refund Utility Deposit
2022	3659	12/31/2022	Claims	1	19579	COLUMBIA BASIN HERALD	70.09	Ad. For Bids 2022; Ad. For Ordinance 22-680
2022	3660	12/31/2022	Claims	1	19580	CONSOLIDATED DISPOSAL	20,594.13	Waste Services Dec. 2022
2022	3661	12/31/2022	Claims	1	19581	CORRECT EQUIPMENT	1,707.30	PW-Chlorine RMP
2022	3662	12/31/2022	Claims	1	19582	DAILY JOURNAL OF COMMERCE	552.00	Ad. For ReBid WWTF Improvements
2022	3663	12/31/2022	Claims	1	19583	FABRICATION & TRUCK EQUIP. INC	8,113.05	PW-Snow Plow
2022	3664	12/31/2022	Claims	1	19584	GRANT COUNTY ELECTIONS	127.17	General Elections For City Of Mattawa 2022
2022	3665	12/31/2022	Claims	1	19585	GRANT COUNTY ELECTIONS	678.49	Annual Voters Registration
2022	3666	12/31/2022	Claims	1	19586	GRANT COUNTY PUD	4,016.62	Power Billing Nov. 2022; Power Billing Nov. 2022

TREASURER'S REPORT

Outstanding Vouchers

12/01/2022 To: 12/31/2022

As Of: 12/31/2022 Date: 02/10/2023

Time: 13:36:43 Page: 5

City Of Mattawa

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2022	3667	12/31/2022	Claims	1	19587	GRAY & OSBORNE INC	9,788.36	Well 2 Rehabilitation And Re-Equipping Professional Services Nov. 6- Dec. 3, 2022; Basketball Court And Parking Lot Improvements- Professional Services Nov. 6- Dec. 3, 2022; WWTF Fire Assistance- Prof
2022	3668	12/31/2022	Claims	1	19588	H. D. FOWLER CO	2,001.34	PW- Meter For Saddle Mnt.
2022	3669	12/31/2022	Claims	1	19589	KATHERINE L. KENISON P.S	4,860.00	Legal Fees Nov. 2022
2022	3670	12/31/2022	Claims	1	19590	MATTAWA AUTO PARTS, LLC	1,295.56	Parts/Supplies
2022	3671	12/31/2022	Claims	1	19591	ORKIN PEST CONTROL	112.74	Pest Control 11/30/2022
2022	3672	12/31/2022	Claims	1	19592	OVS	50.02	PW- Parts/Supplies
2022	3673	12/31/2022	Claims	1	19593	PACIFIC OFFICE AUTOMATION	544.11	Print Ink Usage Nov. 2022; Monthly Equipment Fee Nov. 2022
2022	3674	12/31/2022	Claims	1	19594	PERFORMANCE TIRE INC	736.48	MPD-Tires 2021 Ford Interceptor
2022	3675	12/31/2022	Claims	1	19595	JOSE A REYES	163.03	Reimbursement For Boots 2022
2022	3676	12/31/2022	Claims	1	19596	SOILTEST FARM CONSULTANTS INC	850.00	RC Samples; WWTP RC Samples
2022	3677	12/31/2022	Claims	1	19597	STERICYCLE INC	261.18	Shredding Services 10-19-2022 And 11-16-2022
2022	3678	12/31/2022	Claims	1	19598	STRIPE RITE INC.	21,035.02	PW-City Street Maint.
2022	3679	12/31/2022	Claims	1	19599	THINK THANK SANITATION INC.	180.00	Portable Restroom Dec. 2022
2022	3680	12/31/2022	Claims	1	19600	U.S CELLULAR	761.44	MPD- Cell Phone Services
2022	3681	12/31/2022	Claims	1	19601	USA BLUEBOOK	4,085.36	PW- Parts/Supplies; PW-Parts/Supplies
2022	3682	12/31/2022	Claims	1	19602	VISION MUNICIPAL SOLUTIONS LLC	962.50	IT Services-Clerks; IT Services- Clerks & MPD
2022	3683	12/31/2022	Claims	1	19603	WA STATE AUDITOR'S OFFICE	5,655.00	Audit Period 20-21
2022	3684	12/31/2022	Claims	1	19604	WAHLUKE SCHOOL DISTRICT	27,782.92	Cops Grant Expenditures #10; Cops Grant Expenditures #11; Cops Grant Expenditures #12
2022	3685	12/31/2022	Claims	1	19605	ALEXANDRO ZESATI	70.64	Reimbursement For Boots 2022
2022	3688	12/31/2022	Claims	1	19615	GLOBAL INDSUTRIAL	1,299.82	PW-SUV Tailgate Salt Spreader
2022	3705	12/31/2022	Claims	1	19617	911 SUPPLY PUBLIC SAFETY GEAR&APPAREL	178.78	MPD-Uniforms
2022	3706	12/31/2022	Claims	1	19618	EUROFINS MICROBIOLOGY LAB CASCADE ANALYTICAL EUROFINS	845.50	Water RC Samples
2022	3707	12/31/2022	Claims	1	19619	COLUMBIA BASIN HERALD	591.78	Ad For Notice Of Development Agreement- Bodredo; Ad For Summary Ordinance 22-681; Ad For Call For Bids-WWTF Improv. 12/19/2022; Ad For Call For Bids-WWTF Improv. 12/26/2022
2022	3708	12/31/2022	Claims	1	19620	GRANT COUNTY PUD	1,854.05	Power Billing Dec. 2022
2022	3709	12/31/2022	Claims	1	19621	GRANT COUNTY TREASURER	990.38	2% Liquor Tax Distribution To Grant County - 2022
2022	3710	12/31/2022	Claims	1	19622	KATHERINE L. KENISON P.S	5,360.00	Legal Fees Dec. 2022

TREASURER'S REPORT

Outstanding Vouchers

City Of Mattawa

12/01/2022 To: 12/31/2022

As Of: 12/31/2022 Date: 02/10/2023
Time: 13:36:43 Page: 6

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo	
2022	3711	12/31/2022	Claims	1	19623	MARTY'S HARDWARE	699.32	Parts/Supplies Dec. '22	
2022	3712	12/31/2022	Claims	1	19624	NORCO	27.17	Cylinder Rental December 2022	
2022	3713	12/31/2022	Claims	1	19625	PETRO-USA MATTAWA MART	3,312.59	PW Fuel Fees; MPD-Fuel Services	
2022	3714	12/31/2022	Claims	1	19626	RIO'S AUTO AG SUPPLY	212.24	Parts/Supplies	
2022	3715	12/31/2022	Claims	1	19627	SCJ ALLIANCE	8,841.77	Planning Services Fee Period Nov. 27 To Dec. 31, 2022; Housing Action Plan Fee Period Nov. 27 To Dec. 31, 2022	
2022	3716	12/31/2022	Claims	1	19628	SMARSH INC	23.00	Web Archive-Page Add'l Cx	
2022	3717	12/31/2022	Claims	1	19629	SOILTEST FARM CONSULTANTS INC	625.00	WWTF RC Samples	
2022	3718	12/31/2022	Claims	1	19630	STERICYCLE INC	132.05	Shredding Services 12/14/2022	
2022	3719	12/31/2022	Claims	1	19631	THE BUILDING DEPARTMENT LLC	809.89	Building Permit & Rental Inspections Fee	
2022	3720	12/31/2022	Claims	1	19632	WA STATE TREASURER	626.00	Building Code Tax To State - 2022	
2022	3721	12/31/2022	Claims	1	19633	WASTE MANAGEMENT	199.99	WWTF Garbage Disposal	
2022	3722	12/31/2022	Claims	1	19634	WEAVER DISTRUBUTING	6.99	PW-Parts/Supplies	
2022	3723	12/31/2022	Claims	1	19635	WHITNEY EQUIPMENT COMPANY INC.	1,019.48	PW-Parts/Supplies; PW-Parts/Supplies	
2019	730	02/28/2019	Payroll	1	31522	BRIAN BERGHOUT	57.71		
2022	3298	11/30/2022	Payroll	1	31822	BRIAN BERGHOUT	115.44		
2022	3299	11/30/2022	Payroll	1	31823	MARIA MAGGIE CELAYA	859.75		
2022	3591	12/30/2022	Payroll	1	31827	ANTONIO D ACOSTA	115.44		
2022	3594	12/30/2022	Payroll	1	31828	SILVIA BARAJAS	115.44		
2022	3595	12/30/2022	Payroll	1	31829	BRIAN BERGHOUT	115.44		
2022	3596	12/30/2022	Payroll	1	31830	MARIA MAGGIE CELAYA	859.75		
2022	3599	12/30/2022	Payroll	1	31831	FABIOLA G HERNANDEZ	57.71		
2022	3623	12/31/2022	Payroll	1	31832	TEAMSTERS LOCAL #760	202.00	Pay Cycle(s) 12/01/2022 To 12/31/2022 - Union Dues	
2022	3624	12/31/2022	Payroll	1	31833	WAFOP LABOR COALITION	240.00	Pay Cycle(s) 12/01/2022 To 12/31/2022 - Union Dues (PD)	
							<u>229,985.66</u>		
2022	3645	12/30/2022	Util Pay	9		XPRESS BILL PAY	220.30	Xpress Import - EFT - 12-30-2022__daily_batch.csv	
							Receipts Outstanding:	<u>220.30</u>	
							<u>229,985.66</u>		

Fund	Claims	Payroll	Total
001 Current Expense Fund	32,826.16	54,717.14	87,543.30
101 Street Fund	27,071.06	1,842.05	28,913.11

TREASURER'S REPORT

Outstanding Vouchers

12/01/2022 To: 12/31/2022

As Of: 12/31/2022 Date: 02/10/2023

Time: 13:36:43 Page: 7

City Of Mattawa

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo	
Fund							Claims	Payroll	Total
							27,782.92	0.00	27,782.92
							6,177.88	0.00	6,177.88
							24,517.38	6,814.35	31,331.73
							325.70	0.00	325.70
							13,952.34	7,161.57	21,113.91
							552.00	0.00	552.00
							24,554.48	1,064.63	25,619.11
							626.00	0.00	626.00
							158,385.92	71,599.74	229,985.66

TREASURER'S REPORT

Signature Page

City Of Mattawa

12/01/2022 To: 12/31/2022

Time: 13:36:43 Date: 02/10/2023

Page: 8

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: Shabell 2/10/23 Signed: _____
Clerk / Treasurer / Date Mayor / Date

**CITY OF MATTAWA
STAFF REPORT**

To: City Council
 From: Mayor Celaya & Public Works Department
 Date: February 16, 2023
 Proceeding Type: New Business
 Subject: WSD MOU Proposal— Plowing City Roads

Legislative History:

- | | |
|------------------------|-------------------|
| • First Presentation: | January 19, 2023 |
| • Second Presentation: | February 16, 2023 |
| • Requested Action: | Motion Needed |

Staff Report Summary

The subject in front of City Council is to authorize the Wahluke School District (WSD) to snow plow North Boundary Ave. & North Riverview Ave. and some street blocks of Saddle Mt Dr. and Priest Rapids Dr. This would only be done during days when school is in session, not on weekends or when school is closed.

Background

The WSD would be more than willing to plow the entire part of North Boundary Ave. & North Riverview Ave. to Government Way when school is in session. The City currently plows the roads listed above; this would provide additional support of clearing of snow. The WSD is asking the City would agree to name the District as an additional insured on the city policy for helping plow the roads. The Maintenance Director, Jerry Puentes would be the only one that would do the plowing.

WCIA is a municipal risk pool authorized under RCW 48.62, RCW 39.34 and WAC 200.100.010. Through Interlocal agreement, approximately 165 cities and public entities create WCIA to self-insure their exposures. WCIA is not an insurance company and as such, they have no ability or authority to cover any other parties, except members.

The City cost for coverage by WCIA is \$138,104 for 2023.

Fiscal and Policy Implications

TBD- Fiscal (Staff time and legal counsel) and Policy (ILA and Insurance) Implications are anticipated.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING AMOUNT

Options

1. Authorize the development of an ILA with the (WSD) where the city does not agree to indemnify and hold the local school district harmless.
2. Authorize the development of an ILA with the (WSD) where the city agrees to indemnify and hold the local school district harmless.

3. Do not authorize the development of an ILA with the WSD.

4. Table for next meeting.

Staff Recommendation

1. Authorize the development of an ILA with the (WSD) where the city does not agree to indemnify and hold the local school district harmless. Have the School District Insurance to cover themselves.

Having the WSD Snowplow can increase claims made against the City. Snowplowing inherently involves more risk with adverse weather and road conditions. The school already has significant traffic count at least two times a day, five days a week; specially during a snowing day.

Attachments

A.	Road Map
----	----------

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
▪ PDF	Staff Report & Attachments	2/9/2023

Financial Review

The following documents are subject to financial review:

Title of Document	Initials	Date Reviewed by Financial
▪ Staff Report & Attachments		

Comment:

WSD Snow Plowing Proposal





Transportation Improvement Board (TIB)
Consultant Agreement

**III
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

**IV
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

**V
PAYMENT**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

**VI
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

**VII
EMPLOYMENT**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

**VIII
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



Consultant Agreement

IX

TERMINATION OF AGREEMENT

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination other corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.



**X
 CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
 DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII
 VENUE, APPLICABLE LAW AND
 PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII
 LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV
 EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.



Transportation Improvement Board (TIB)
Consultant Agreement

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.


By		By	_____
	Michael B. Johnson, P.E., President		Maria M. Celaya, Mayor
Consultant	_____	City of	_____
	Gray & Osborne, Inc.		Mattawa



EXHIBIT A-1 Certification of Consultant

Project No. C-E-862(001)-1	City of Mattawa
-------------------------------	--------------------

I hereby certify that I am Michael B. Johnson, P.E. a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

6/22/22

Date

Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Mattawa, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature



EXHIBIT B-1 Scope of Work

Project No.
C-E-862(001)-1

Describe the Scope of Work

The City of Mattawa, with financial assistance (grant) from the Washington State Transportation Improvement Board (TIB), desires to improve Riverview Avenue ADA curb ramps between Hoose Street and Priest Rapids Drive. The improvements will include excavation, subgrade preparation, construction of 12 ADA compliant curb ramps, HMA pavement repair and raising existing catch basins and utility covers/lids to the new finished grade. The proposed depth of HMA repair will be based on similar projects completed for the City, and allowable limits for TIB. No separate geotechnical analysis of the site will be completed. The approximate project limits are outlined below:



Unless otherwise directed and approved by the City and the TIB, the project will be designed in conformance with the TIB grant applications (FY 2023 projects). This scope of work includes the following assumptions:

Stormwater: Assumes no improvements will be made to the stormwater collection system. It is anticipated that existing stormwater facilities will only be adjusted to the new roadway grades.

Cultural Resource Survey: This project is funded with TIB Complete Streets Award funds. Per a programmatic agreement with DAHP, this project does not require additional review for compliance with Executive Order 21-02. As such, services to complete this



have not been included in this scope of work. Should it be determined that this work is necessary it will be considered an extra cost and a supplement to this agreement will be required for that work.

Roadway Geometry: It is anticipated that the existing roadway geometry will not be altered. New ADA compliant curb ramps will be installed at intersections. This scope of work assumes twelve (12) ADA compliant curb ramps will be installed.

Permits: It is anticipated that a SEPA checklist will not be required as part of this project. It is anticipated that an Ecology Construction Stormwater Erosivity Waiver will be required. It is anticipated that WSDOT approval of the proposed design will not be required. The scope of this agreement includes completion of the identified required permits

Topographic survey: It is assumed that a limited topographic survey of the project site will be completed in order to facilitate design of the curb ramp upgrades and establish a roadway profile. It is assumed that the footprint of the improvements will lie entirely within the existing roadway and curb ramps and will not require right-of-way acquisition.

Design, Bid and Award Services

DESIGN SERVICES

(It is the intent of this scope to generally comply with the improvements identified in the City's Complete Streets Work Plan as awarded by TIB as well as comply with City Standards and TIB funding requirements.)

Task 1 – Project Management

- A. Provide overall project management services including:
 - 1. Preparation and execution of contracts,
 - 2. Project staff management,
 - 3. Implementation of quality control program, and
 - 4. Management of project budget and schedule.

Task 2 – Community and Agency Coordination

- A. Gray & Osborne will participate in two project meetings with City staff to review project, project concerns, status of deliverables, budget, critical path items, any new project concerns, etc., during the course of the project.

Task 3 – Quality Assurance/Quality Control Meetings

- A. Conduct two in-house quality assurance/quality control (QA/QC) meetings during the course of the project. The meetings will take place at approximately 30 and 90 percent completion status. The meetings will include review by qualified senior staff members, key design team members, and Agency staff (as desired).
- B. Incorporate pertinent recommendations and suggestions into bid/construction documents regarding QA/QC reviews.

Task 4 – Project Funding Agency Coordination

- A. Gray & Osborne staff shall coordinate their work (as applicable) as authorized by the City with the City's funding agency (TIB) and assist the City in preparing project prospectus forms, on-line reimbursement requests, and other required paperwork.

Task 5 – Right-of-Way and Topographical Survey

- A. Establish vertical and horizontal (right-of-way) control for survey and mapping within project corridor.
- B. Acquire records of survey, plat maps, assessor maps, etc., as required for establishing right-of-way. Identify right-of-way (centerline and edges).



- C. Acquire limited topographical survey of site (within and adjacent to project corridor to include referencing surface grades; utility markings (see Item A above); pavement edges; obvious utility structures including utility poles, hydrants, valves; fences; major trees and significant landscaping; pedestrian facilities; driveways; buildings, sanitary, and storm facilities, water facilities, etc., in sufficient detail to support design of the project. Topographic information may be obtained using traditional ground survey methods.
- D. Incorporate all electronic files (produced by survey) and create base map of project corridor, adjacent parcel lines, and existing utilities of record and/or surveyed utilities.

Note: (1) This work assumes a record of survey is not required, nor is it included in our scope of work.
(2) Gray & Osborne, Inc. shall be entitled to rely on the accuracy of information provided by others for the purpose of this work (see items above).

Task 6 – Conceptual and Preliminary Design

- A. Develop preliminary concepts (30 percent level of design) and exhibits for use in public meetings, staff meetings, etc., for evaluation and comments on conceptual design.
- B. Incorporate available utility as-built or record drawing information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map. Consultant shall be able to rely on information provided by others for the intended purpose of developing design drawings.
- C. Prepare specifications in City-approved format, to also include proposal, contract, bonds, and insurance documents/requirements and related documentation. It is assumed the format of Specifications will be similar to previous consultant work in the City for TIB funded projects with the exception that the Specifications will be prepared with reference to the 2022 WSDOT Standard Specifications.
- D. This Contract, including our scope of work, assumes that adequate downstream capacity in the existing storm sewer system exists and downstream and off-site storm improvements beyond the scope of this project will not be required.
- E. Prepare preliminary plans, drawings, special details, etc., of all motorized and non-motorized facilities including road improvements, minor landscaping, storm facilities, and related facilities at 30 and 90 percent levels of design, and in City-approved format to include updated engineer's construction cost estimate(s). Submit (two copies) of plan sets and specifications (including updated cost estimates) to City and TIB for review and comment at 30 and 90 percent intervals. Incorporate applicable comments received. Format of plan sets shall be similar to other transportation and TIB funded products Gray & Osborne has prepared for the City and modeled after WSDOT Standards.

Task 7 – Temporary Construction and Right-of-Way Documentation

- A. Identify areas on adjacent private property where temporary construction permits need to be acquired to facilitate construction. This may include small, parallel, and adjacent strips of land or driveway areas needed to be reconstructed and incorporated into project documents.
- B. Prepare generic temporary construction permits for City distribution and acquisition as may be required.

Note: Right-of-way acquisition is not anticipated nor included in our scope of work. If such is required, it will be negotiated as an extra.

Task 8 – Final Design Plans and Specifications

- A. Prepare and submit final (100%) project plans, specifications, and cost estimates to include evaluation and/or incorporation of all previous and pertinent City, and/or funding agency review comments.



- B. As this project replaces existing sidewalk facilities, it is not anticipated that a SEPA will need to be completed. As such, costs to prepare and submit final SEPA checklist have not been included.
- C. Submit final plans, specifications, engineer's cost estimate (construction), and updated TIB construction prospectus form (UCE form) to the City and TIB and solicit authorization to bid the project from both the City and TIB.
- D. Prepare and assist City in submitting Department of Ecology-required Construction Stormwater Erosivity Waiver.

Task 9 – Bid and Award Services

- A. Prepare bid advertisement and distribute to City's newspaper of record. Our fees do not include cost of publication of advertisements.
- B. Prepare and post electronic bid documents (PDF format) to Gray & Osborne's Bid Document Distribution System website. Maintain bidders list.
- C. Answer bid inquiries during bid phase, to include providing written clarification as may be required.
- D. Prepare and distribute any bid addenda as required.
- E. Attend bid opening, review bids tendered, check references of responsible, qualified low bidder, prepare and distribute bid summary, and prepare and transmit Engineer's "Letter of Recommendation for Award."

Services Not Included

- A. Any work associated with rectifying discrepancies in rights-of-way, record surveys, and plat maps. etc.
- B. Any work associated with right-of-way acquisition, including: appraisals, appraisal reviews, fair cost estimates of market value of properties, Project Funding Estimates (PFE), legal descriptions, deeds, schematic exhibits, negotiations, and conveyance documents.
- C. Any survey work associated with staking of right-of-way and/or property lines.
- D. Any work associated with the preparation and filing of easements and/or record surveys.
- E. Any costs associated with the actual purchase of real estate.
- F. Any work associated with environmental / permitting issues, including, but not limited to; biological assessments; and NEPA compliance, SEPA Checklist. Only the preparation of the Ecology Construction Stormwater Erosivity Waiver has been included in this Scope of Work.
- G. Any work associated with Cultural Resource Studies/Assessments.
- H. Any work associated with Geotechnical Evaluation of the existing roadway and subsurface.

Documents to be Furnished by the Consultant

- Three Sets of Project Specifications (hard copy)
- One Set of Full-Size Construction Drawings (hard copy, 22" x 34").
- Two Sets of Half-Size Construction Drawings (hard copy, 11" x 17").
- One Set of Project Specifications and Construction Drawings in Portable Document Format (PDF).



EXHIBIT C-2

Payment

(Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANTs actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANTs cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANTs books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

4. Fixed Fee

The fixed fee, which represents the CONSULTANTs profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.



Transportation Improvement Board (TIB)
Consultant Agreement

Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

5. Maximum Total Amount Payable

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

C. Final Payment

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



EXHIBIT D-1
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Michael Meskimen, P.E., Gray & Osborne, Inc.				Date June 21, 2022	
Project Riverview Avenue Improvements					
Direct Salary Cost (DSC)					
Classification	Man Hours		Rate		Cost
Principal-In-Charge	4	x	\$46 to \$70	=	\$232
Project Manager	13	x	\$42 to \$70	=	\$702
Project Engineer	55	x	\$38 to \$52	=	\$2,255
AutoCAD/GIS Tech./Engineering Intern	30	x	\$18 to \$49	=	\$1,170
Survey Crew (2 Person)	10	x	\$55 to \$88	=	\$600
Professional Land Surveyor	11	x	\$38 to \$57	=	\$539
TOTAL DSC					\$5,498
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or 186% x \$5,498					\$10,226
FIXED FEE (FF)					
FF Rate x DSC or 42% x \$5,498					\$2,309
REIMBURSABLES					
Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc.					\$467
SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead)					\$0
GRAND TOTAL					\$18,500



EXHIBIT D-2
Consultant Fee Determination Summary Sheet
 (Specific Rates of Pay)
FEE SCHEDULE

Discipline or Job Title	Hourly Rate	Overhead 186%	Profit 42%	Rate Per Hour
AutoCAD/GIS Tech./Engineering Intern	\$18-\$49	\$33.48-\$91.14	\$7.56-\$20.58	\$59.04-\$160.72
Electrical Engineer	\$36-\$65	\$66.96-\$120.90	\$15.12-\$27.30	\$118.08-\$213.20
Structural Engineer	\$34-\$63	\$63.24-\$117.18	\$14.28-\$26.46	\$111.52-\$206.64
Environmental Tech./Specialist	\$25-\$50	\$52.08-\$93.00	\$11.76-\$21.00	\$91.84-\$164.00
Engineer-In-Training	\$30-\$51	\$55.80-\$94.86	\$12.60-\$21.42	\$98.40-\$167.28
Civil Engineer	\$35-\$46	\$65.10-\$85.56	\$14.70-\$19.32	\$114.80-\$150.88
Project Engineer	\$38-\$52	\$70.68-\$96.72	\$15.96-\$21.84	\$124.64-\$170.56
Project Manager	\$42-\$70	\$78.12-\$130.20	\$17.64-\$29.40	\$137.76-\$229.60
Principal-in-Charge	\$46-\$70	\$85.56-\$130.20	\$19.32-\$29.40	\$150.88-\$229.60
Resident Engineer	\$37-\$55	\$68.82-\$102.30	\$15.54-\$23.10	\$121.36-\$180.40
Field Inspector	\$30-\$52	\$55.80-\$96.72	\$12.60-\$21.84	\$98.40-\$170.56
Field Survey Crew (2 Person)	\$55-\$88	\$102.30-\$163.68	\$23.10-\$36.96	\$180.40-\$288.64
Field Survey Crew (3 Person)	\$91-\$120	\$169.26-\$223.20	\$38.22-\$50.40	\$298.48-\$393.60
Professional Land Surveyor	\$38-\$57	\$70.68-\$106.02	\$15.96-\$23.94	\$124.64-\$186.96
Secretary/Word Processor*	N/A	N/A	N/A	N/A

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.58 per mile or the current maximum IRS rate without receipt IRS Section 162(a).



EXHIBIT E-1
Breakdown of Overhead Cost

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

Federal, State, and Local Taxes	21.2%
Insurance and Medical	23.0%
Professional Development and Education	0.6%
Sick Leave, Vacations and Holidays.....	14.2%
Administration (Typing, CADD, GIS, Computer)**	37.2%
Rent, Utilities, and Depreciation.....	19.0%
Office Expenses, Support and Maintenance	5.1%
Travel.....	2.0%
Retirement and Incentive Program	63.4%
Facilities Cost of Capital.....	0.3%
TOTAL:.....	186.0%

**Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



EXHIBIT G-1
Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

None



February 9, 2023

Ms. Anabel Martinez
Clerk-Treasurer
City of Mattawa
521 East Government Road
Mattawa, Washington 99349

SUBJECT: REVISED PROGRESS ESTIMATE 12, PHASE III EQUIPMENT
INSTALLATION
CITY OF MATTAWA, GRANT COUNTY, WASHINGTON
G&O #20827.00

Dear Ms. Martinez:

We have enclosed Revised Progress Estimate 12 for this project. Please make two copies of the progress estimate; one copy is for the City files and the other copy should be forwarded to the contractor with the payment. The amount due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Payment to Contractor</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Amount Earned this Period</u>
\$108,203.87	\$742.44	\$108,946.31

Please call me if you have any questions or concerns regarding this matter.

Sincerely,

GRAY & OSBORNE, INC.

A handwritten signature in blue ink that reads 'Nancy Welch, P.E.'.

Nancy Welch, P.E.

NW/cah
Encl.
By email

cc: Mr. Dan Sjule, Project Manager, Apollo, Inc.