

Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator



Notice: Meeting provided by Live-Broadcast at the following link
<https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181>

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, April 14, 2020

9:00 AM Call to Order
 Approval of Minutes
 ❖ March 31, 2020
 ❖ April 2, 2020 Special Meeting

To view items in detail, click on
highlighted areas.

Review Agenda

Consent Agenda

Facilities

- a. Line Item Transfer, Fund No. 0000-101, Dept. 110
- b. Contract w/Meier Architecture & Engineering for the Design of the New Benton County Shooting Range
- c. First Amended Agreement w/Sierra Electric for As Needed Electrical Installation and Repair
- d. First Amended Agreement w/Wave Design Group for As Needed Architecture and Engineering Services
- e. Second Amended Agreement w/Yoder dba Coffey Refrigeration for Jail Kitchen Equipment Maintenance
- f. Ratifying Emergency Contract w/Banlin Construction for Providing Locker Room Access for the Corrections Department From an Outside Access Point

Human Services

- g. Agreement w/A1 Hospitality/Columbia Trading to Fund 23 Hotel Rooms for the Homeless Population Due to the COVID-19 Outbreak

Juvenile

- h. Agreement w/Washington Office of Superintendent of Public Instruction Child Nutrition Programs for Meals Served to Youth in the Detention Center
- i. Contract Amendment No. 1 w/Apollo Sheet Metal for Kitchen Maintenance Services
- j. Contract Amendment No. 1 w/Regional Toxicology Services for Urinalysis Supplies and Testing

Office of Public Defense

- k. Amended Juvenile Court Public Defense Contract w/Diana Anderson
- l. Amended Juvenile Court Public Defense Contract w/Jennifer Azure
- m. Superior Court Public Defense Contract w/Heather Villani; Amending Resolution 2020-204

Parks

- n. Line Item Transfer, Fund No. 0000-101, Dept. 126

Public Works

- o. Purchase of Sign Materials for 2020 From Newman Signs

Public Comment ~ cancelled

Scheduled Business

Benton County Newspaper Bid ~ M Rasmussen

Families First Coronavirus Response Act (FFCRA) Policy ~ S Hallstrom

Benton County Emergency Declaration Continued Discussion ~ J MacPherson & M Rasmussen

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, March 31, 2020, 9:00 a.m.

Meeting provided by Video Live-Broadcast

Present: Chairman James Beaver
Commissioner Shon Small (via/teleconference)
Commissioner Jerome Delvin (via/teleconference)
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Adam Fyall, Sustainable Development Manager; Deputy County Administrator Matt Rasmussen; DPA Ryan Brown; Finance Manager Linda Ivey; IT Manager Robert Heard; Robert Blain, Director of Operations/Capital Assets; Shyanne Palmus, Communications Coordinator.

Approval of Minutes

The Minutes of March 17, 2020 were approved.

Consent Agenda

MOTION: Commissioner Small moved to approve the consent agenda items “a” through “m”. Commissioner Delvin seconded and upon vote, the Board approved the following:

Auditor

- a. Appointments to the Benton County Accessible Community Advisory Committee

Board of Equalization

- b. Reappointment of Chuck Wierman to the Board of Equalization

Commissioners

- c. Line Item Transfer, Fund No. 0130-101, Dept. 000
- d. Appointment of Jeff Tarr to the Benton Irrigation District Board of Directors

Corrections

- e. Emergency Contract w/Young’s Service Masters Cleaning Services for As Needed Disinfecting and Cleaning Services in the Jail

Human Resources

- f. Agreement w/Public Safety Testing, Inc. for Promotional Testing Services for Corrections Department
- g. Authorizing Information Technology to Fill Funded IT Supervisor Position

Human Services

- h. Contract w/WA State Department of Commerce, Community Service and Housing Division for COVID-19 Outbreak Emergency Housing Grant

Information Technology

- i. Approving the Scope of Work for Cisco Call Manager and Unity Voice Improvements by CompuNet, Inc.

Juvenile

- j. Line Item Transfer, Fund No. 0115-101, Dept. 171
- k. Contract w/Connections Consulting MA LLC for Interpreter Services

Planning

- l. Final Plant of Dove Ridge – SUB 2019-007

Public Works

- m. Accepting Work Performed by Southern Folger Detention Equipment Company for the Security Systems Retrofit Project

Public Comment ~ Cancelled

Benton County Emergency Declaration (Resolution 2020-258) Discussion

Mr. MacPherson presented a Resolution amending Resolution 2020-258, providing an extension through April 12, 2020 or until the end of the Governor’s “Stay at Home Order”, whichever is later and have Benton County continue to operate as they have since the declaration.

Commissioner Small said he appreciated this amendment and that it would be a matter of Benton County mirroring the State’s guidelines.

MOTION: Commissioner Small moved to approve the Resolution Amending Resolution 2020-258 - Declaration of Emergency in Benton County and Extending the Dates Granting Authority to Adjust Office Hours Effective March 18, 2020 and Approve Tele-Commuting Options and/or Paid Administrative Leave or Other Available Leave for the Period March 23, 2020 Through April 12, 2020 or Until the End of the Governor's Stay at Home Order, whichever is later.

Commissioner Delvin seconded and upon vote, the motion carried unanimously.

Other Business

Locker Room Access – Corrections

Commissioner Delvin said the Chief of Corrections had expressed concern about employees coming to work and going home in their work clothes, without access to a locker room. He said the Sheriff continued to deny access to the locker room to the employees. He recommended the Board send a letter to the Sheriff, stating the Board’s intent to put in a door to allow the Corrections Department staff access to the locker rooms, for their health and safety, as well as their families.

MOTION: Commissioner Delvin moved to approve the letter to the Sheriff, as presented. Commissioner Small seconded.

Discussion

Chairman Beaver said the facilities were owned by the community and taxpayers, and not the tenant, and it was upsetting to have the Sheriff put in rules about a building he did not own.

Upon vote, the motion carried unanimously.

Meeting Cancellation and Continuation of Bid Opening

Mr. MacPherson recommended the Board cancel the regular meeting of April 7, 2020 and plan to hold the April 14, 2020 meeting. Additionally, there was a bid opening for the official county newspaper scheduled for the April 7, 2020 meeting and he recommended moving that bid opening to April 14, 2020. The Board agreed.

Account Payables

Check Date: 03/20/2020

Warrant #: 204519-204865
Total all funds: \$14,829.73

EFT's #: 1196-1202
Transfers #: 3202001-3202008
Total all funds: \$627,671.06

Warrant #: 204866-205058
Total all funds: \$2,048,837.67

Check Date: 03/27/2020

EFT's: 1203-1228
Transfers #: 3272001-3272008
Total all funds: \$763,907.50

Warrant #: 205231-205364
Total all funds: \$457,449.04

Total amounts approved by fund can be reviewed in the Benton County Auditor's Office.

Resolutions

2020-259: Appointments to the Benton County Accessible Community Advisory Committee
2020-260: Reappointment of Chuck Wierman to the Board of Equalization
2020-261: Line Item Transfer, Fund No. 0130-101, Dept. 000
2020-262: Appointment of Jeff Tarr to the Benton Irrigation District Board of Directors

- 2020-263: Emergency Contract w/Young's Service Masters Cleaning Services for As Needed Disinfecting and Cleaning Services in the Jail
- 2020-264: Agreement w/Public Safety Testing, Inc. for Promotional Testing Services for Corrections Department
- 2020-265: Authorizing Information Technology to Fill Funded IT Supervisor Position
- 2020-266: Contract w/WA State Department of Commerce, Community Service and Housing Division for COVID-19 Outbreak Emergency Housing Grant
- 2020-267: Approving the Scope of Work for Cisco Call Manager and Unity Voice Improvements by CompuNet, Inc.
- 2020-268: Line Item Transfer, Fund No. 0115-101, Dept. 171
- 2020-269: Contract w/Connections Consulting MA LLC for Interpreter Services
- 2020-270 Final Plant of Dove Ridge – SUB 2019-007
- 2020-271: Accepting Work Performed by Southern Folger Detention Equipment Company for the Security Systems Retrofit Project
- 2020-272: Amending Resolution 2020-258 - Declaration of Emergency in Benton County and Extending the Dates

There being no further business before the Board, the meeting adjourned at approximately 9:11 a.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
Thursday, April 2, 2020 – 1:30 p.m.

Meeting provided by Video/Telephonic Live-Broadcast

Present: Chairman James Beaver
Commissioner Shon Small (via/teleconference)
Commissioner Jerome Delvin (via/teleconference)
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; DPA Ryan Brown; IT Manager Robert Heard; Robert Blain, Director of Operations/Capital Assets; Shyanne Palmus, Communications Coordinator; Scott Souza, Chief of Corrections; DPA Stephen Hallstrom.

Pursuant to the Governor’s Proclamation, there is no physical location for this meeting.

Discussion – Need for Locker Room Facilities for Correction Officers in Response to the Corona Virus Pandemic and Consideration and Decision to Provide Such Facilities on a Timely Basis

Jerrod MacPherson said after the Board authorized the letter to the Sheriff regarding locker room access and installation of temporary security measures, Facilities’ staff were met by Sheriff’s deputies and directed to cease and desist.

Chief of Corrections Scott Souza said they continued to make every effort to protect their staff and they needed for staff to be able to change clothes and take a shower, if needed. Chief Souza then outlined the measures and steps they had taken since March 3 in response to the Corona Virus pandemic. He reiterated they needed locker rooms, in light of the dangers of Covid-19, so they could change clothes or shower so they did not go home in the same clothes after being on a 12-hour shift in the jail, for the safety of themselves and their families.

There was a discussion about employees changing in the parking lot, restrictions on daily inmate intakes, and medical screening. Chief Souza stated that everybody that came into the jail, inmates and staff alike, were screened by medical staff.

Robert Blain stated that he got involved in the project in December and put out an RFP for an architect for design of locker rooms for the Corrections Department. Additionally, an MOU was put together regarding access and sent to the Sheriff; conversations with the Sheriff about this MOU had not been able to move forward.

Mr. MacPherson presented a resolution temporarily re-assigning control of the locker rooms from the Sheriff to the Corrections Department. It would add an entry point outside so the employees

did not have to go through the Sheriff's office to gain access. Additionally, it would authorize staff to take all steps necessary to make the changes.

The Board heard briefly, telephonically, from union representatives, including Jesus Alvarez and Scott Runge and an attorney, Alan Harvey, regarding their concerns about access to a locker room for the safety of the officers, their families and community and other issues.

Commissioner Delvin said he wanted to add language to the resolution to give authority for the County Administrator have authority to initiate legal action if the Sheriff interfered again. He requested the Board recess so staff could make the necessary changes to the resolution.

Mr. MacPherson reiterated this was a temporary solution, and would be a new entrance outside the wall, to be used by both the Sheriff's Office employees and Corrections employees. Additionally, they looked at the extra locker rooms and determined they would not meet the needs of the Corrections officers.

The Board indicated it was not negotiating with the guilds right now and other issues could be brought up later.

The Board recessed, reconvening at 2:15 pm.

The proposed resolution added language for the County Administrator to be authorized to take all steps necessary, including but not limited to requesting that the Prosecuting Attorney appoint a special deputy prosecutor to initiate legal action against the Sheriff if he interfered with the implementation of this resolution.

MOTION: Commissioner Delvin move to approve the resolution temporarily re-assigning control of certain locker rooms within the space occupied by the Benton County Sheriff's office to the Benton County Corrections Department, as modified. Commissioner Small seconded.

Discussion

Commissioner Delvin said this was a temporary reassignment and once the declaration of emergency was over, the Board would revisit this issue.

Upon vote, the motion carried unanimously.

Resolution No. 2020-273: Temporarily Re-Assigning Control of Certain Locker Rooms Within the Space Occupied by the Sheriff's Office to the Benton County Corrections Department

There being no further business before the Board, the meeting adjourned at approximately 2:18 p.m.

Clerk of the Board

Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 110.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds
shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor

C. McKenzie

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518-301	4125	Janitorial	\$5,000	518-301	1925	Overtime	\$5,000
523-500	4102	Contract Services	\$4,000	523-500	1931	Pager Pay	\$4,000
TOTAL			\$9,000	TOTAL			\$9,000

Explanation:

Transfer needed to clean up line items that are negative and that will potentially go negative before the end of the budget cycle.

Prepared by:

Date:

Approved ☐

Denied ☐

Date: 4/14/2020

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 14, 2020
Subject:	Contract w/ Meier Architecture & Engineering for the Design of the new Benton County Shooting Range
Presenter:	N/A
Prepared By:	Paul Schut
Reviewed By:	
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance

Summary / Background Information

RFQ was advertised February 2020 for the design of a new shooting range for the Sheriff's Office & the Corrections Department Staff. The shooting range shall include gravel pad with concrete walkways, a three-sided, steel building with concrete floors, pads, shooting target system, and electrical for two (2) 40-foot shipping containers, and stadium style lighting.

Meier Architecture & Engineering was chosen by county staff as most qualified to do the work.

Fiscal Impact

Amount: \$55,000

Fund: Capital Projects Fund (Fund # 0305-101)

Recommendation

Approved Contract with Meier Architecture & Engineering for the design of the new Benton County Shooting range

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT WITH MEIER ARCHITECTURE & ENGINEERING, INC. FOR PROVIDING ARCHITECTURAL AND ENGINEERING SERVICES FOR THE SHOOTING RANGE EXPANSION AT RATTLESNAKE SHOOTING FACILITY

WHEREAS, qualifications were solicited to provide architectural and engineering services for the Shooting Range Facility at Rattlesnake Shooting Facility; and

WHEREAS, after review of qualifications submitted, it was determined that Meier Architecture & Engineering, Inc., Kennewick, Washington, would best be able to provide the services needed; and

WHEREAS, a Professional Services Contract has been prepared, reviewed and approved as to form by our departmental deputy prosecuting attorney, and signed by Meier Architecture & Engineering, Inc.; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners hereby approves the Professional Services Contract with Meier Architecture & Engineering, Inc. of Kennewick, Washington to provide professional architectural and engineering services for the shooting range expansion project with a maximum total amount payable not to exceed \$55,000.00, including Washington State Sales Tax, unless agreed to by amendment by both parties; and

BE IT FURTHER RESOLVED the term of this contract commences on this date and terminates on June 30, 2021.

Dated this 14th day of April 2020.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington.

**BENTON COUNTY
ARCHITECTURAL/ENGINEERING
PROFESSIONAL SERVICES CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MEIER ARCHITECTURE & ENGINEERING INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 12 W Kennewick Ave, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following document:

Exhibit A – Scope of Work

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on June 30, 2021. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to perform the following services:

- a. Provide Architectural and Engineering Services for the Benton County Shooting Range Project located at the Rattlesnake Mountain Shooting Facility in Richland, WA to include a gravel pad with concrete walkways, a three-sided, steel building with concrete floors, pads, shooting target system and electrical for two (2) 40-foot shipping containers, and stadium style lighting, all in accordance with Exhibit A attached hereto; subject to the following requirements and limitations:
 - i. The CONTRACTOR agrees to provide its own labor and materials as included costs in the fees payable consistent with Exhibit A and Section 5 below. Unless otherwise provided for in a work order, no materials, labor, or facilities will be furnished by the COUNTY.
 - ii. The COUNTY shall furnish the CONTRACTOR with a proposed work order for each project under this Contract, and the CONTRACTOR shall in return provide the COUNTY with a detailed breakdown proposal including the scope of work and fees consistent with the Exhibit A for services to be performed. All proposals from the Architect must be approved by the Board of Benton County Commissioners via resolution prior to commencement of any work.
 - iii. The CONTRACTOR shall review the COUNTY's scope of work, budget and schedule and

reach an understanding with the COUNTY of the project requirements. Based on the approved project requirements, the CONTRACTOR shall develop a design. Upon COUNTY's approval of the design, CONTRACTOR shall prepare construction documents indicating requirements for construction of the project and shall coordinate its services with any consulting services the COUNTY provides. The Contractor shall assist the COUNTY in filing documents required for the approval of government authorities in obtaining proposals and in awarding contracts for construction. During the construction phase, CONTRACTOR shall act as the COUNTY's representative to the extent set forth in this Contract. CONTRACTOR will visit the construction site at intervals appropriate the stage of construction to become generally familiar with the progress and quality of the work. CONTRACTOR will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work. Based on the CONTRACTOR's observations and evaluations of the construction, CONTRACTOR shall certify amount the amounts due to the construction contractor. CONTRACTOR shall promptly review and approve or take appropriate action upon construction contractor's submittals for the limited purpose of checking with the conformance of information given and the design concept expressed in the contract documents. CONTRACTOR shall be responsible for producing all contract documents and correspondence related to construction or improvement projects for which CONTRACTOR is responsible. CONTRACTOR shall oversee, manage and direct all facets of project in a manner consistent with the standards expected of similarly situated architects on construction or improvement projects within the State of Washington. CONTRACTOR shall generate all necessary documentation and contracts associated with construction or improvement projects for which CONTRACTOR is responsible subject, when appropriate, to review by COUNTY's legal counsel, and shall amend or modify such documents and contracts at the direction of COUNTY's legal counsel or COUNTY's representative. These documents and contracts include but are not limited to: request for proposals/request for competitive bids to include posting the legal advertisements; Notices to Proceed; AIA standard form contracts; Change Orders; approval of all Progress Payments; Letter of Substantial Completion. The CONTRACTOR shall forward all original documents to the COUNTY at COUNTY's request and shall retain all records related to any given project for the appropriate Washington State Retention Schedule as promulgated by the Washington State Archivist.

iv. The CONTRACTOR shall perform the work consistent with the industry standards in the A&E Profession. Specifically, in instances where project contracts call for the architect to exercise independent discretion in making a decision or resolving a dispute, CONTRACTOR shall do so in an independent fashion.

v. The CONTRACTOR shall complete each task assigned in a timely manner according to the schedule agreed to by the parties.

b. Information and Reports: The CONTRACTOR'S representative shall meet with the COUNTY'S representative as specified in each work order, and if not stated, no less than one time per week while a work order is in progress. The CONTRACTOR shall prepare and present status reports and other required information as specified in each work order, or as otherwise requested in writing by the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative

upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name: Bobbi A Keen
Address: 12 W Kennewick Ave
Kennewick, WA 99336
Phone: 509-737-6808
Email: bakeen@meierinc.com

b. For COUNTY:

Name: Robert Blain, Director of Operations and Capital Assets
Address: 7122 W. Okanogan Place
Kennewick, WA 99336
Phone: 509-736-2704
Email: robert.blain@co.benton.wa.us

5. **COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Fifty-Five Thousand Dollars and No Cents (\$55,000.00), including W.S.S.T.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the

CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S

employees, agents, or subcontractors.

8. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

- d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage

provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected

officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. All design work done by the CONTRACTOR shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.
- c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract

Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on the last date signed.

Dated: _____

FOR: BENTON COUNTY

Chairman

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington.

Attest: _____
Clerk of the Board

Approved as to Form



Eric Andrews, Civil Deputy Prosecuting
Attorney

Dated: 3/31/2020

FOR: MEIER ARCHITECTURE & ENGINEERING
INC.

Buli Keen

Signature

Controller / Operations Manager

Title:

Bobbi Keen

Print Name

Exhibit A: Scope of Work

CLIENT: Robert Blain
County of Benton Washington
PO Box 190
Prosser, WA 99350

PROJECT: BENTON COUNTY SHOOTING RANGE EXPANSION

Thank you for the opportunity for Meier Architecture • Engineering (Meier) to offer professional design services.

Our understanding of the Project is to provide design services for the construction of a new shooting range on Benton County (County) managed property. This will include a gravel pad with concrete walkways, a three-sided, steel building with concrete floors, pads, and electrical for two (2) 40-foot shipping containers, and stadium style lighting.

CLIENT RESPONSIBILITIES:

Meier's ability to provide all design services is contingent on the following Client responsibilities:

1. Provide Meier personnel with access to the site to obtain accurate information on existing conditions.
2. Provide any available record drawings, surveys, or studies pertaining to the subject property with relevance to the scope of design work described in this Agreement.
3. Provide the topographic survey that the County performed in Civil3D.
4. Provide any standards or specifications the Client intends for Meier to follow or consider in the design process.
5. Review interim and final documents, and provide comments within five (5) working days from receipt of documents for review.
6. Pay for needed permits.

SCOPE OF SERVICES:

Meier agrees to provide the following services relating to this Project:

1. Attend a Project kickoff meeting to discuss scope of work.
2. Attend a Project walkthrough to review the existing site.
3. Meet with designated County personnel to discuss needs.
4. Develop complete construction drawings, specifications, contract documents and cost estimates for the approved concept. Deliverables for review at 60%, 90% and 100% completion.
5. Provide complete contract and bidding documents.
6. Provide bidding assistance to the County in the form of answering Requests for Information and preparing addenda as needed.
7. Provide support to obtain building and other permits by answering questions about the plans and specifications, and making corrections as required by the permitting agency.

8. Provide construction support as needed including review of submittals, inspection of completed work, responding to Requests for Information, holding regular monthly construction meetings, and assisting with the review and preparation of change orders.
9. Attend final walkthrough and prepare a punch list.
10. Prepare record drawings based on contractor redlines.

ASSUMPTIONS:

1. All design and drawings will be done in accordance with Meier standards including Meier sheet borders where applicable.
2. The Client will provide topographic surveys and preliminary grading plans in AutoCAD Civil 3D format. The survey will contain all needed information.
3. The Client will provide target system type that will be incorporated into the Project.

DELIVERABLES:

1. 60% construction documents and cost estimate: Transmitted in electronic PDF format.
2. 90% construction documents and cost estimate: Transmitted in electronic PDF format.
3. 100% stamped construction documents: Transmitted electronic PDF format.
4. Stamped structural calculations transmitted in electronic PDF format.

SCHEDULE:

Schedule expectation is:

1. Within 20 working days after the site walkthrough, Meier will submit the 60% review set to the Client for comment and approval.
2. Client will provide written comments.
3. Within 20 working days after receiving the 60% comments, Meier will submit the 90% review set to the Client for comment and approval.
4. Client will provide written comments.
5. Within 10 working days after the Client's comments are received, Meier will provide finalized stamped documents.

All services not specifically outlined in the scope of services above shall be considered additional scope and shall be subject to a commensurate adjustment to the agreed compensation. Changes to scope shall be defined by way of a written addendum, signed by the parties, prior to proceeding with the additional work. If Meier is instructed to perform additional services before a written addendum is in place, Meier shall have the right to bill the Client for these additional services on a time and expenses basis at current Meier standard rates.

COMPENSATION:

Meier will perform design services, bid services and construction support services for a fixed fee of \$38,817.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date: April 14, 2020		
Subject: Contract Amendment #1 w/ Sierra Electric Inc. – Contract Extension		
Presenter: N/A		
Prepared By: Paul Schut		
Reviewed By:		
Type of Agenda Item:	Type of Action Needed:	
☒ Consent Agenda	☐ Discussion Only (1 st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

On June 6, 2017 the Board of Benton County Commissioners, via resolution 2017-372, entered into a Contract with Sierra Electric Inc for as-needed electrical installation and repair; and

The 1st Contact Amendment is needed to extend the contract termination date from May 31, 2020 to December 31, 2020.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

Approval of Contract Amendment #1 w/ Sierra Electric Inc.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO FIRST AMENDMENT TO THE PUBLIC WORKS AGREEMENT BETWEEN BENTON COUNTY AND SIERRA ELECTRIC INC

WHEREAS, on June 6, 2017 the Board of Benton County Commissioners, via resolution 2017-372, entered into a Contract with Sierra Electric Inc for as-needed electrical installation and repair; and

WHEREAS, the 1st Contact Amendment is needed to extend the contract termination date from May 31, 2020 to December 31, 2020; **NOW, THEREFORE**,

BE IT RESOLVED that the attached First Amendment to the Public Works Agreement between Benton County and Sierra Electric Inc. is hereby approved; and

BE IT FURTHER RESOLVED the contract expiration date shall be extended to December 31, 2020;

Dated this _____ day of _____ 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

FIRST CONTRACT AMENDMENT PUBLIC WORKS CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **SIERRA ELECTRIC, INCORPORATED.**, a corporation organized under the laws of the State of Washington, with its principal offices at 4120 Swallow Avenue, Pasco, WA 99302 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2017-372, the parties entered into a Public Works Contract, beginning June 6, 2017 and ending May 31, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide as-needed electrical installation and repair; and

WHEREAS, this First Amendment is necessary to extend the contract to end of the year; and

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendment:

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties and shall expire on December 31, 2020. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time otherwise specified, no later than the expiration date.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the CONTRACT to be signed by their duly constituted legal representatives and it is effective on the last date signed.

(Intentionally Left Blank)

FOR BENTON COUNTY

SIERRA ELECTIC, INC.

Chairman

Date

Josh Murphy
Signature

3-23-2020

Date

Josh Murphy
Name

Attest: Clerk of the Board

Project Manager
Title

APPROVED AS TO FORM:

[Signature]

Benton County Deputy Prosecuting Attorney, Civil

Date

3/19/2020

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date: April 14, 2020		
Subject: Contract Amendment #1 w/ Wave Design Group, LLC		
Presenter: N/A		
Prepared By: Paul Schut		
Reviewed By:		
Type of Agenda Item:	Type of Action Needed:	
☒ Consent Agenda	☐ Discussion Only (1 st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

Due several upcoming projects the need has arose to increase to dollar amount of as needed to Architecture & Engineering contract with Wave Design Group LLC.

Fiscal Impact

Amount: \$100,000

Fund: Multiple Funds

Recommendation

Approved Contract Amendment with Wave Design Group, LLC to increase the dollar amount of the contract from \$100,000 to \$200,000

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY AND WAVE DESIGN GROUP, LLC

WHEREAS, on January 15, 2019, via Resolution 2019-047, Benton County entered into an agreement with Wave Design Group for as-need architectural & engineering;

WHEREAS, Benton County desires to increase the dollar amount of the contract to accommodate some future projects; and

WHEREAS, the proposed First Amendment to the Professional Services Agreement increases the dollar amount of the total contract from \$100,000 to \$200,000; **NOW, THEREFORE**,

BE IT RESOLVED that the attached First Amendment to the Professional Services Agreement between Benton County and Wave Design Group, LLC is hereby approved; and

BE IT FURTHER RESOLVED, the total amount of the contract is increased to \$200,000;

BE IT FURTHER RESOLVED, all other terms of the Contract remain the same

Dated this _____ day of _____ 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

FIRST CONTRACT AMENDMENT
BENTON COUNTY
ARCHITECTURAL/ENGINEERING
PROFESSIONAL SERVICES CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **WAVE DESIGN GROUP LLC**, a corporation organized under the laws of the State of Washington, with its principal offices at 418 N. Kellogg St., Suite B, Kennewick, WA 99336 (hereinafter "CONSULTANT").

WHEREAS, per Benton County Resolution No. 2019-047, the parties entered into an Architectural/Engineering Professional Services Contract, beginning January 15, 2019 and ending December 31, 2020 (hereinafter the "CONTRACT"), whereby CONSULTANT agreed to provide professional architectural and engineering services on an as needed basis for various projects throughout Benton County; and

WHEREAS, this First Amendment is necessary to increase the not to exceed amount from \$100,000.00 to \$200,000.00 due to several other projects having been identified; and update the hourly rates in Exhibit A-2018 Fee Schedule;

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendments:

1. **CONTRACT DOCUMENTS** Section 1. of the CONTRACT, "CONTRACT DOCUMENTS" is amended by replacing the current Exhibit A with the following:
 - a. Exhibit A – 2020 Fee Schedule.
2. **COMPENSATION** Section 5. of the CONTRACT, "COMPENSATION" is amended by replacing Sections a. and b. with the following:
 - a. For the services performed under this Contract, the CONSULTANT shall be paid at the rates stipulated in each work order which shall be based on the rates set forth in Exhibit A, 2020 Fee Schedule, which is attached hereto and incorporated herein by reference excluding W.S.S.T.
 - b. The maximum total amount payable by the COUNTY to the CONSULTANT under this Contract shall not exceed two hundred thousand dollars (\$200,000), excluding W.S.S.T.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the CONTRACT to be signed by their duly constituted legal representatives and It is effective on the last date signed.

Dated: _____

Dated: 4/2/2020

FOR: BENTON COUNTY

FOR: WAVE DESIGN GROUP LLC

Chairman



Signature

Member

PRESIDENT

Title:

Member

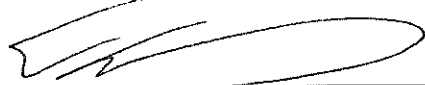
HARVEY PRICKETT

Print Name

Constituting the Board of County
Commissioners of Benton County,
Washington.

Attest: _____
Clerk of the Board

Approved as to Form



Eric Andrews, Civil Deputy Prosecuting
Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date: April 14, 2020	
Subject: Contract Amendment #1 w/ Yoder Inc., DBA Coffey Refrigeration. – Contract Extension	
Presenter: N/A	
Prepared By: Paul Schut	
Reviewed By:	
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st)
☐ Public Hearing	☐ Discussion Only (2 nd)
☐ Scheduled Business	☐ Decision/Direction
	☐ Pass Motion
	☒ Pass Resolution
	☐ Pass Ordinance

Summary / Background Information

On June 6, 2017 the Board of Benton County Commissioners, via resolution 2017-373, entered into a Contract with Yoder, Inc. DBA Coffey Refrigeration for Maintenance of the Jail Kitchen Equipment; and

On October 2, 2018 the Board of County Commissioners, via resolution 2018-693, approved the First Contract Amendment that increased the dollar amount of the contract to \$44,999.00; and

The 2nd Contact Amendment is needed to extend the contract termination date from April 30, 2020 to December 31, 2020;

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

Approval of Contract Amendment #1 w/ Yoder Inc., DBA Coffey Refrigeration

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF ENTERING INTO THE SECOND AMENDMENT TO THE PUBLIC WORKS AGREEMENT
BETWEEN BENTON COUNTY AND YODER, INC. DBA COFFEY REFRIGERATION**

WHEREAS, on June 6, 2017 the Board of Benton County Commissioners, via resolution 2017-373, entered into a Contract with Yoder, Inc. DBA Coffey Refrigeration for Maintenance of the Jail Kitchen Equipment; and

WHEREAS, on October 2, 2018 the Board of County Commissioners, via resolution 2018-693, approved the First Contract Amendment that increased the dollar amount of the contract to \$44,999.00; and

WHEREAS, the 2nd Contact Amendment is needed to extend the contract termination date from April 30, 2020 to December 31, 2020; **NOW, THEREFORE**,

BE IT RESOLVED that the attached Second Amendment to the Public Works Agreement between Benton County and Yoder, Inc DBA Coffey Refrigeration is hereby approved; and

BE IT FURTHER RESOLVED the contract expiration date shall be extended to December 31, 2020;

Dated this _____ day of _____ 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SECOND CONTRACT AMENDMENT PUBLIC WORKS CONTRACT

THIS SECOND CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **YODER, INC., DBA COFFEY REFRIGERATION**, a corporation organized under the laws of the State of Washington, with its principal offices at 195908 E 27th Ave, P.O. Box 6257, Kennewick, WA 99337 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2017-373, the parties entered into a Public Works Contract, beginning June 6, 2017 and ending April 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide quarterly inspections and as-needed repair for Jail Kitchen Equipment; and

WHEREAS, per Benton County Resolution 2018-693 the First Amendment was approved that increased the dollar amount of the Contract to not exceed amount of \$44,999.00; and

WHEREAS, a second amendment is needed to extend the length of the Contract to December 31, 2020; and

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendment:

2. **DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by both parties and shall expire on December 31, 2020. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time otherwise specified, no later than the expiration date.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the CONTRACT to be signed by their duly constituted legal representatives and it is effective on the last date signed.

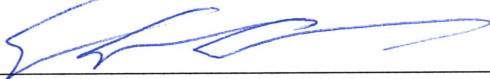
(Intentionally Left Blank)

FOR BENTON COUNTY

Chairman Date

Attest: Clerk of the Board

APPROVED AS TO FORM:



Benton County Deputy Prosecuting Attorney, Civil

Date

**YODER, INC. DBA COFFEY
REFRIGERATION**

Christian Search 4-2-2020

Signature Date

Christian Search

Name

President

Title

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 14, 2020
Subject:	Ratifying Emergency Contract w/ Banlin Construction to Provide Access to the Locker Rooms
Presenter:	N/A
Prepared By:	Paul Schut
Reviewed By:	

Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance

Summary / Background Information

On March 17, 2020 the Board of Benton County Commissioners, via resolution 2020-258, declared an emergency due to the COVID-19 Virus situation; and

Resolution 2020-258 authorizes departments to enter into contracts in order to combat the emergency; and

Resolution 2020-273 authorizes the County staff to take the necessary steps to provide access to the Locker Room to Corrections Department from an outside access point; and

It was determined by County staff that Banlin Construction is a qualified contractor that is willing to provide that service to the level that meets the County's needs; and

The contract amount shall not exceed \$25,000.00 and expire April 30, 2020; and

Fiscal Impact

Amount: \$25,000

Fund: Capital Projects Fund

Recommendation

Ratify the contract with Banlin Construction for providing access the locker rooms for the Corrections Department.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RATIFYING AN EMERGENCY CONTRACT WITH BANLIN CONSTRUCTION FOR PROVIDING LOCKER ROOM ACCESS FOR THE CORRECTIONS DEPARTMENT FROM AN OUTSIDE ACCESS POINT

WHEREAS, on March 17, 2020 the Board of Benton County Commissioners, via resolution 2020-258, declared an emergency due to the COVID-19 Virus situation; and

WHEREAS, resolution 2020-258 authorizes departments to enter into contracts in order to combat the emergency; and

WHEREAS, resolution 2020-273 authorizes the County staff to take the necessary steps to provide access to the Locker Room to Corrections Department from an outside access point; and

WHEREAS, it was determined by County staff that Banlin Construction is a qualified contractor that is willing to provide that service to the level that meets the County's needs; and

WHEREAS, the contract amount shall not exceed \$25,000.00 and expire April 30, 2020; and

WHEREAS, the County Administrator signed the Contract with Banlin Constuction after receiving Prosecuting Attorney's Office approval; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners concurs with County Administrator and hereby ratifies the contract between Banlin Construction in the amount not to exceed \$25,000.00 excluding W.S.S.T.; and

BE IT FURTHER RESOLVED, The contract shall is effective April 2, 2020 and shall expire on April 30, 2020.

Dated this 14th day of April, 2020.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

Member.
Constituting the Board of County Commissioners
of Benton County, Washington.

**BENTON COUNTY
PUBLIC WORKS CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BANLIN CONSTRUCTION**, a corporation organized under the laws of the State of Washington with its principal offices at 320 W Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

- a. Exhibit A - Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin April 2, 2020 and shall expire on April 30, 2020. The CONTRACTOR shall complete all work by April 7, 2020.

- a. Work may continue past the completion date as approved by the County. Upon the passing of the completion date, the County may accept the work in an incomplete condition with the written approval of the County Administrator

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services for Benton County at the Benton County Justice Center:

CONTRACTOR shall saw cut in a door from the secure hallway between the Superior Court area and the men's locker room. The wall consists of 12" of steel reinforced concrete furred out with steel 2x4's and drywall. Remove the bank of 34 lockers along with the support and bench along the wall between the men's and women's locker rooms. Cut a door into the women's

locker room from the men's locker room. Install a wall and door in the men's locker rooms creating a hallway. The wall will need to be finished and painted. Install two unfinished wooden steps at the cut in door.

- a. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name: Jasen Banta
Address: 320 W Columbia Drive
Kennewick, WA 99336
Phone: 509-586-2000
Email: Jasen@banlinconstruction.com

b. For COUNTY:

Name: Robert Blain
Address: 7122 W Okanogan Pl
Kennewick, WA 99336

Phone: 509-736-2704
Email: Robert.Blain@co.benton.wa.us

5. COMPENSATION

- a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed twenty-five thousand (\$25,000.00) excluding W.S.S.T.
- b. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.
- c. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.
- d. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

- a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.
- b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via

<https://secureaccess.wa.gov> and then forward a copy of the statement to the COUNTY's Contract Representative.

- c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

7. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused

by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

- b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employer's liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed

officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims that may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

- 1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance

policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR

enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. Verification of Coverage and Acceptability of Insurers:

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract

upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

11. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

12. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

13. CHOICE OF LAW AND JURISDICTION

This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

14. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

15. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

16. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit A, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project.

The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, or the presence of any sensory, mental, or physical disability.

19. DISPUTES

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTY.

21. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

22. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 of this Contract. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

23. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

24. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

25. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

27. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and it is effective on the last date signed.

Date: _____

BENTON COUNTY

Date: _____

BANLIN CONSTUCTION

Benton County Administrator

Signature

Approved as to Form:

Title:

Civil Deputy Prosecuting Attorney

PRINTED NAME

EXHIBIT A

**REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR
AND INDUSTRIES**

State of Washington
Department of Labor & Industries
Prevailing Wage Section
PO Box 44540, Olympia, WA 98504-4540
360-902-5335

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

Bid specifications may provide the required prevailing wage rate information in this alternate format:

The Department of Labor & Industries prevailing wage rate website is
<http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>

The publication date to use is April 2, 2020.

The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Public Works Department, 620 Market Street, Prosser, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Public Works Department will mail a hard copy of the wage rates upon request. We can be reached at (509)786-5611 or (509)736-3084 or by email at
publicworks@co.benton.wa.us

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date: Next Available	
Subject: #PSC-2020-COVID-A1H-00	
Presenter:	
Prepared By: Mari Clark, DHS Contract Manager	
Reviewed By: Kyle Sullivan, DHS Manager	
Type of Agenda Item: ☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	Type of Action Needed: ☐ Discussion Only (1 st) ☐ Discussion Only (2 nd) ☐ Decision/Direction ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance

Summary / Background Information

The purpose of this Agreement is to fund 23 hotel rooms to the homeless population or those who have been displaced due to being quarantined or isolated because of the COVID-19 outbreak for the time period April 1, 2020 to September 30, 2020.

Fiscal Impact

Amount: \$553,392.00

Fund: Human Services 0108101 – Washington State COVID-19 Outbreak Emergency Housing Grant

Recommendation

- Sign the resolution to accept the proposed Grant Agreement
- Approve the proposed Grant agreement by signing all the copies where indicated

Suggested Motion

To approve signing Grant Agreement #PSC-2020-COVID-A1H-00 between Benton County Department of Human Services and A1 Hospitality/Columbia Trading, LLC, and to authorize the Chair to sign on behalf of the Board.



Kyle Sullivan, Manager
Benton County
Department of Human Services

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

**RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #PSC-2020-COVID-A1H-00
BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND A1
HOSPITALITY/COLUMBIA TRADING, LLC.**

WHEREAS, the purpose of this Agreement is to fund 23 hotel rooms to the homeless population or those who have been displaced due to being quarantined or isolated because of the COVID-19 outbreak; and

WHEREAS, on March 17, 2020 the Board of Benton County commissioners declared an emergency in response to the COVID-19 outbreak (Resolution 2020-258) and authorized Departments to enter into contracts and incur obligations in order to combat the emergency; and

WHEREAS, in order to meet required deadlines to fund emergency services, the County Administrator executed the above agreement on March 30, 2020 under authority granted in Resolution 2020-258; and

WHEREAS, the Board should ratify the decision of the County Administrator as their own; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby approves and ratifies the #PSC-2020-COVID-A1H-00 agreement, between A-1 Hospitality/Columbia Trading, LLC and Benton County Department of Human Services for a grant amount of \$553,392.00 as executed by the Benton County Administrator on March 30, 2020; and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments to A-1 Hospitality/Columbia Trading, LLC necessary for the disbursement of the Washington State Department COVID-19 Emergency Housing Grant; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the April 1, 2020 and ends on September 30, 2020.

Dated this.....day of, 2020

County Administrator

Member

Member
Constituting the Board of County
Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

**BENTON COUNTY
EMERGENCY ASSISTANCE AGREEMENT
#PSC-2020-COVID-A1H-00**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and A-1 Hospitality Group/Columbia Trading, LLC a corporation organized under the laws of the State of Washington with its principal offices at 215050 Cottonwood Drive, Kennewick, WA 99338 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

- a. Exhibit A - Statement of Work and
- b. Exhibit B - Budget and
- c. Exhibit C - Hotel Rules

2. DURATION OF CONTRACT

The term of this Contract shall begin on April 1, 2020 and shall expire on September 30, 2020. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall provide 23 hotel rooms to the homeless population or those who have been displaced due to being quarantined or isolated because of COVID-19 (Grant Recipient). A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Statement of Work", which is attached hereto and incorporated herein by reference.

- b. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- c. The CONTRACTOR shall reserve the right to end an occupant stay if the occupant does not abide by Exhibit C, "Hotel Rules".

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

- a. For CONTRACTOR:

Name: Taran Patel
Address: 21505 Cottonwood Drive
Kennewick, WA 99338
Phone: 541-310-1749
Email: taran@hotelsal.com

- b. For COUNTY:

Name: Kyle Sullivan
Address: 7102 W Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509-737-3909
Email: kyle.sullivan@co.benton.wa.us

5. COMPENSATION

- a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Five hundred fifty-three thousand three hundred ninety-two dollars (\$553,392.00).
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month. Invoices shall cover the time the contractor has provided the 23 rooms.

- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until the rooms have been provided.
- e. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. Each Party shall indemnify, defend and hold harmless the other Party and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract. PROVIDED, that both Parties obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of either Party or its officers, officials, employees, or agents.
- b. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.
- c. Grant recipients who occupy the reserved quarantine/isolation rooms shall be responsible for any damages beyond ordinary use and wear. Contractor shall have Grant recipients sign a separate agreement notifying them of their responsibilities.

8. TERMINATION

- a. Each party reserves the right to unilaterally terminate this Agreement without cause upon not less than 30 days' notice

to the other party. The County waives any claim or right to damages or reimbursement on account of termination by the Owner.

- b. In the event that funding for this service is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. When the use of a room by a grant recipient ends, the Contractor will perform each of these post-occupancy services as applicable:
 - i. Perform a deep cleaning and sanitation of all used areas in accordance with the Benton-Franklin Health District's COVID-19 sanitization recommendations.

9. ASSIGNMENT

The County will not assign or sublet its rights or responsibilities under this Agreement without the written authorization of the Owner. Subject to the foregoing, and if assigned to a third-party, then the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

10. WAIVER

The failure of the Contractor to insist upon strict performance of any of the covenants and agreements contained herein will not be construed to be a waiver or relinquishment of any such right.

11. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

12. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion,

color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

13. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

14. CHOICE OF LAW, JURISDICTION, AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

15. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

16. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

17. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

18. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

19. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions; litigation hold notice (Section 26); Public Records Act (Section 27).

20. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force.

21. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

22. MEDIA CONFIDENTIALITY

The COUNTY shall not use the name of the hotel, name of the owner or its affiliates, name of the manager or its affiliates, any other trade names, trademarks, service marks or other intellectual property of the Contractor or its affiliates, without the express written approval of the Contractor, which may be given or withheld in their sole discretion of the owner.

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on the last date signed.

Dated: _____

Dated: 3-27-2020

FOR: BENTON COUNTY

**FOR: A-1 HOSPITALITY
GROUP/COLUMBIA TRADING,
LLC**

Chairman



Signature

Managing Principal

Member

Title:

Taran Patel

Member

Print Name

Constituting the Board of
County Commissioners of Benton
County, Washington.

Attest: _____
Clerk of the Board

Approved as to Form:

Approved to Content:



Civil Deputy Prosecuting Attorney



Human Services Manager

Statement of Work

1. The State Commerce Department through Benton County Department of Human Services has provided grant money for those who are homeless and need to quarantine or isolated as well as, those who are displaced from their home due to the COVID-19 outbreak in Benton & Franklin Counties (grant recipients).
2. A-1 Hospitality will provide hotel rooms for those grant recipients in Benton & Franklin Counties.
 - a. A-1 Hospitality will initially block twenty-three rooms for Benton County Department of Human Services (BCDHS).
 - b. Referrals for the BCDHS rooms will come directly from BCDHS staff.
 - c. Quarantined individuals' length of stay can be for up to fourteen days (14) unless otherwise authorized by BCDHS staff.
 - d. Displaced individuals' length of stay will be determined by BCDHS staff.
3. A-1 Hospitality will have occupants assume damage responsibility as any other hotel guest would assume responsibility.
4. A-1 Hospitality reserves the right to end an occupant stay if the "Hotel Rules" Exhibit C is not followed.
5. A-1 Hospitality will provide food service for breakfast, lunch and dinner for those who have been quarantined/isolated.
6. Linen/towel exchange program will be set up for the temporary residents.
7. Rooms will have a microwave and refrigerators
8. A-1 Hospitality will sanitize each room after grant recipients check out of their stay. The sanitation procedures will follow the Benton-Franklin Health District guidelines for COVID-19.

A-1 Hospitality/Columbia Trading INC.

Exhibit B

2020-COVID-A1H-00

Benton County

April 1, 2020 to September 30, 2020

COVID-19 Services	Cost
Room Rental (23 rooms)	\$345,870.00
Meal Service (3 meals a day)	\$207,522.00
Total	\$553,392.00



Motel 6 Kennewick – TriCities
2811 W 2nd Ave
509-735-9511

Hotel Rules

In an effort to make sure our guests, employees, and the community stay safe amid the COVID-19 Pandemic, we have enacted a list of rules for you to follow. Not abiding by these rules will result in the immediate expulsion from the property.

- Tenants are asked to remain on their designated floor, and are not to venture throughout the rest of the building or grounds. Necessary requests may be called in to the front desk.
- No smoking inside the room of any kind. (No Exceptions) Please smoke in our designated smoking area.
- There will be no use of recreational areas such as the pool or exercise area. (These areas are closed off for all guests due to the current health crisis)
- Any vehicles must be registered with management.
- Tenants are not permitted guests. (If a tenant is in need of a delivery, it must be left at the front desk. An employee will drop them off outside of the room.)
- There will be no servicing of guest rooms. Every 3 days of the tenant's stay, old towels and trash may be placed in bags provided outside of the room. We will pick them up and drop off fresh towels. (Towels will only be replaced every three days)
- Meals will be provided for our tenants. They will be placed outside of the room door, and you will be notified when they are there. (Guests who do not wish to receive their meals, please call the front desk and let them know. You may use an app based delivery service, but the food will need to be dropped off at the front desk and an employee will deliver it to your door. You are responsible for the cost of any outside meals.
- Tenants will be responsible for the condition of their room, and in occupying their living spaces they are agreeing to be held liable for any damages occurred during their stay.

By signing this list of Hotel Rules, I fully acknowledge and agree to abide. I also agree that infraction of these rules will result in expulsion from our property

Signature

Date

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: FC 3/31/20 BC 4/14/20	Executive Contract XX	PUBLIC HEARING
SUBJECT: Washington Office of Superintendent of Public Instruction (OSPI) Permanent Agreement	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Rosa Garcia	Pass Motion	2 nd DISCUSSION
Reviewed By: Darryl Banks	Other	OTHER

BACKGROUND INFORMATION

Benton-Franklin Counties Juvenile Justice Center receives reimbursement for meals served to youth in the detention center from Washington Office of Superintendent of Public Instruction (OSPI).

SUMMARY

In order to continue receiving reimbursements for meals served to youth in detention, OSPI requires Benton-Franklin Counties Juvenile Justice Center sign the Permanent Agreement with OSPI.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Permanent Agreement between Washington Office of Superintendent of Public Instruction (OSPI) and the Benton-Franklin Counties Juvenile Justice Center.

COORDINATION

Coordination of the contract occurred as follows: Rosa Garcia, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney; Kyla Moore, Contract Administrator of Washington Office of Superintendent of Public Instruction (OSPI) and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

None

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the Permanent Agreement with Washington Office of Superintendent of Public Instruction (OSPI).

HANDLING/ROUTING

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Rosa Garcia to disperse.

I certify the above information is accurate and complete.

Rosa Garcia

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:**

**IN THE MATTER OF AUTHORIZING BENTON-FRANKLIN COUNTIES JUVENILE
JUSTICE CENTER TO ENTER INTO AN AGREEMENT WITH THE WASHINGTON OFFICE
OF SUPERINTENDENT OF PUBLIC INSTRUCTION CHILD NUTRITION PROGRAMS**

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center currently receives reimbursement from the Washington Office of Superintendent of Public Instruction (OSPI) for meals served to youth in the detention center; and

WHEREAS, in order to continue to receive reimbursement for the meals served to the youth in detention OSPI requires Benton-Franklin Counties Juvenile Justice Center to sign the permanent agreement with OSPI; and

WHEREAS, the permanent agreement guides Benton-Franklin Counties Juvenile Justice Center to follow the applicable regulations governing the school lunch programs; **NOW THEREFORE**,

BE IT FURTHER RESOLVED, to continue to receive reimbursement from OSPI for the Benton-Franklin Counties Juvenile Justice Center's meals served to youth in detention the Board of Benton County Commissioners and the Board of Franklin County Commissioners approves the attached permanent agreement between Benton-Franklin Counties Juvenile Justice Center and OSPI.

Dated this day of, 2020.

Dated this day of, 2020.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Chairman Pro Tem

Chairman Pro Tem

Member

Member

**Constituting the Board of County
Commissioners of Benton County,
Washington**

**Constituting the Board of County
Commissioners of Franklin County,
Washington**

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board



Washington Office of Superintendent of
PUBLIC INSTRUCTION
CHILD NUTRITION PROGRAMS
PERMANENT AGREEMENT

SPONSOR NAME Benton-Franklin Counties Juvenile Justice Center	
MAILING ADDRESS 5606 W. Canal Place, Suite 106, Kennewick WA 99336	
WINS NUMBER 159847	TAX IDENTIFICATION NUMBER 91-6001296

In order to effectuate the purposes of the National School Lunch and Child Nutrition Acts, as amended, and the agreements between the United States Department of Agriculture, hereinafter referred to as the Department, and the Superintendent of Public Instruction, this agreement is entered into between the Superintendent of Public Instruction, State of Washington, hereinafter referred to as the "State Agency", and the Sponsor.

This agreement shall be permanent unless terminated by either party as provided for herein. This agreement may be amended by the State Agency to include current legislation, federal regulatory changes or State Agency policy. In consideration of the receipt of any funds or services pursuant to this agreement, the Sponsor waives any and all legal rights to challenge the validity of this single provision of this agreement.

AUTHORITY

This contract is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

7 CFR 15, 15a, 15b, 210, 215, 220, 225, 226, 240, 245, 250;

2 CFR Part 200;

RCW 28A.235

DEFINITIONS

Child Nutrition Programs: Federally funded nutrition programs administered by the United States Department of Agriculture (USDA) according to the National School Lunch Act of 1946 (P.L. 79-396), as amended, and the Child Nutrition Act of 1966 (P.L. 89-642), as amended.

Specifically, for the purpose of this agreement: the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), Summer Food Service Program (SFSP), Child and Adult Care Food Program (CACFP), Fresh Fruit and Vegetable Program (FFVP) and Food Distribution Program (FDP), herein referred to as Program(s).

Federal Assistance: Any funding, property or aid which is provided to a State Agency, Sponsor, SFA, Sponsor or Program Recipient Agency for the purpose of providing Program benefits or services to eligible participants.

Recipient Agency: Any eligible nonprofit organization that receives food under 7 CFR 250, Commodity Food Distribution Program.

School: An educational unit as defined in 7 CFR 210, 215 and 220.

School Food Authority (SFA): The legal governing body responsible for the administration of one or more schools and which has the legal authority to enter into an agreement with the State Agency to operate Child Nutrition Programs.

Sponsor: A public or private nonprofit or for-profit organization, which is approved to operate a Child Nutrition Program. The SFA, Recipient Agency, Sponsoring organization, Child Care Center, Outside-school-hours care center or adult day care center which enters into this agreement with the State Agency assume administrative and financial responsibility for program operations.

State Agency: The State educational agency approved by USDA to administer Child Nutrition Programs within the State. For the purposes of this agreement, the State Agency is Office of Superintendent of Public Instruction (OSPI).

The **State Agency** agrees that to the extent that funds are available as appropriated by Congress, to reimburse the Sponsor for the operation of the Program(s) designated below, in accordance with applicable regulations governing such Programs. The State Agency agrees to make payments, where applicable, in accordance with 7 CFR 240 (Cash in Lieu of Donated Foods), and any amendments thereto; and/or to donate foods to the Sponsor in accordance with 7 CFR 250 (Commodity Food Distribution Program).

The State Agency agrees to disseminate a press release to notify the public of the availability of Child Nutrition Programs and the eligibility criteria for free milk and free and reduced-price meals and supplements (snacks) to local news media.

The **Sponsor** agrees to accept Federal funds and/or donated foods for the operation of Programs as agreed to herein in accordance with all applicable Program regulations and any amendments thereto, and to comply with all the provisions thereof, and with all Washington statutes, administrative rules, policy manuals, memorandums, guidance and instructions and any instruction or procedures issued by USDA or the Office of Superintendent of Public Instruction in connection therewith. The Sponsor further agrees to administer Programs funded under this agreement in accordance with provisions of 2CFR 200, as applicable.

This agreement is effective commencing on the date specified unless terminated earlier as provided herein. This agreement requires a sponsor completed and State Agency approved yearly renewal agreement to continue to be in effect in subsequent years. The State Agency may continue this agreement each year thereafter, by approving the Sponsor renewal agreement and as soon as practicable after funds have been appropriated by Congress for carrying out any of the purposes of the National School Lunch Act and of the Child Nutrition Act of 1966 and other applicable legislation. Continuation of the agreement shall be contingent on an acknowledgment by the Sponsor of its intention to continue program participation in accordance with the provisions set forth in this agreement. The Sponsor shall notify the State Agency whenever significant changes occur in the operation of their Program(s).

The Sponsor participation in any Program covered in this agreement may be terminated in accordance with the grant close-out procedures found in 7 CFR 226, 2 CFR 200, as applicable.

Either party hereto may, by giving at least 30 days written notice, terminate this Agreement. Upon termination or expiration of this agreement, as provided herein, the State Agency shall make no further disbursement of funds paid to the Sponsor in accordance with this agreement, except to reimburse the eligible Program Sponsor in connection with breakfasts, lunches, suppers, supplemental meals (snacks) or milk served on or prior to the termination or expiration date of this agreement. The obligations of the State Agency under the above-cited regulations shall continue until the requirements thereof have been fully performed.

No termination or expiration of this agreement shall affect the obligation of the Sponsor to maintain and retain records as specified herein and to make such records available for audit or investigation.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The Sponsor assures that the Program(s) will be operated in compliance with all applicable civil rights laws and will implement all applicable nondiscrimination regulations.

The Sponsor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Age Discrimination Act of 1975 (42 USC 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives or regulations issued to that Act and regulations, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the sponsor, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the sponsor, or any improvements made with Federal financial assistance extended to the sponsor by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the sponsor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the sponsor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Sponsor.

EQUAL OPPORTUNITY / NON-DISCRIMINATION

The Sponsor shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable state and federal employment laws, rules and regulations, including the Americans with Disabilities Act. The sponsor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

PARTICIPATION IN SCHOOL MEAL PROGRAMS

This section applies only if the Sponsor agrees to operate the National School Lunch Program (NSLP) CFDA No. 10.555, School Breakfast Program (SBP), CFDA No. 10.553, or Special Milk Program (SMP), CFDA No. 10.556.

The Sponsor and participating schools or facilities under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220, and 245. The Sponsor further agrees to the following specific provisions, as applicable:

1. Complete an annual application as directed by the State Agency.
2. Maintain a nonprofit food service and observe the limitations on the use of nonprofit school food service revenues set forth in 7 CFR 210.14(a), and/or 7 CFR 220.7(e)(1), and/or 7 CFR 215.7(d) and the limitations on any competitive school food service as set forth in 7 CFR 210.11 and/or 7 CFR 220.12.
3. Limit net cash resources to an amount that does not exceed 3 months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7 CFR 210.19(a)(1), 7 CFR 220.7(e) and/or 7 CFR 215.7.
4. Maintain a financial management system as prescribed under 7 CFR 210.14(c), 7 CFR 220.7(e), 7 CFR 215.7(d), or 7 CFR 225.15(a)(2), and as designated by the State Agency.
5. Comply with the requirements of the department's regulations regarding financial management (2 CFR Part 200).
6. Serve lunches under the NSLP during the lunch period at the middle of the day and after school snacks after the school day has ended which meet the minimum requirements prescribed in 7 CFR 210.10. Serve breakfasts under the SBP in the morning and close to the beginning of the school day that meet the requirements prescribed in 7 CFR 220.8. Serve milk under the SMP in accordance with the provisions of 7 CFR 215.2, 215.8 and 215.10.
7. Price the lunch, snack and breakfast as a unit in accordance with 7 CFR 210.9(b)(6) and 7 CFR 220.7(e)(3).
8. Serve lunches and/or breakfasts, free or at a reduced price to all children who are determined by the LEA to be eligible for such meals in accordance with 7 CFR 210.9(b)(7), 7 CFR 220.7(e)(4) and 7 CFR Part 245. Serve after school snacks at no charge to children at sites in which at least 50 percent of the enrolled children are certified eligible for free or reduced-price meals. If participating in the SMP and if electing to provide free milk to students, serve in accordance with 7 CFR 215.7 and Part 245.
9. Claim reimbursement at the assigned rates only for free, reduced price, and paid lunches, after school snacks, and breakfasts and/or paid or free milk served to eligible children in accordance with 7 CFR Parts 210, 220, and 215, respectively. Agree that the school food authority official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR 210.8 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension, or termination of the program as specified in 7 CFR 210.24, 7 CFR 220.18, and 7 CFR 215.15. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR 210.25, 7 CFR 220.6, and 7 CFR 215.6 shall apply.
10. Count the number of free, reduced price, and paid reimbursable meals served to eligible children at the point-of-service, or through another counting system if approved by the State Agency.
11. The Sponsor agrees to receive reimbursement from the State Agency by electronic funds transfer (EFT). The Sponsor further agrees to promptly provide the State Agency with the information required to effect an EFT.
12. Conduct on-site reviews in accordance with requirements as stated in 7 CFR 210.8(1), 210.9(c), 225.15(d)(2)(3) and 226.16.

13. Comply with the requirements of the department's regulations regarding nondiscrimination (7 CFR Parts 15, 15a, 15b).
14. Make no discrimination against any child because of his or her eligibility for free or reduced-price meals or free milk in accordance with the approved free and reduced-price policy statement.
15. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
16. Maintain necessary facilities for storing, preparing, and serving food.
17. Upon request, make all accounts and records pertaining to its school food service available to the State Agency and to USDA Food and Nutrition Services (FNS), for audit or review, at a reasonable time and place. Such records shall be retained for a period of three (3) years after the date of the final claim for reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit or investigation have been resolved.
18. Maintain files of currently approved and denied free and reduced-price applications, respectively. If applications are maintained at the LEA level, they shall be readily retrievable by school.
19. Retain the individual applications for free and reduced-price lunches and free milk submitted by families for a period of three years after the end of the fiscal year to which they pertain or as otherwise specified under paragraph (19) of this section.
20. Maintain direct certification documentation.
21. Annually complete October building data and student eligibility information. In addition provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced-price meals.
22. For sponsors with eligible schools (as defined in §210.10(n)(1)) that elect to serve meal supplements (snacks) during afterschool care programs, shall agree to:
 - a. Serve meal supplements which meet the minimum requirements prescribed in §210.10;
 - b. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;
 - c. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
 - d. Claim reimbursement for no more than one meal supplement per child per day; and
 - e. Review each afterschool care program two times a year. The first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter.
23. Program payments shall be withheld in whole or in part to any sponsors which has failed to comply with the provisions of this part. Detailed information to substantiate this agreement is submitted on the applicable schedules that are considered a part of the agreement, as now or hereafter amended with approval of the State Agency.

FREE AND REDUCED-PRICE POLICY STATEMENT

Sponsors of the NSLP or Special Milk Program and participating schools or facilities under its jurisdiction shall agree to a *Free and Reduced-Price Policy Statement* including:

1. Annually indicating the officials designated to make eligibility determinations.

2. Assurance that eligibility will be determined in accordance with current Income Eligibility Guidelines.
3. Assurance of designated procedures to accept applications and process direct certifications.
4. Instructions to parents on how to apply for program benefits, including information that foster children are categorically eligible and specific instructions for directly certified households.
5. Assurance of a Meal Charge Policy that includes a description of the methods used to collect payments and à la carte sales.
6. Assurance that there will be no physical segregation of, nor any other discrimination against, any child because of his/her ability to pay the full price of the meal, snack or milk and that measures will be taken to prevent over identification of students receiving free and reduced-price meals or milk.
7. Assurance there are no barriers for participation for Limited English Proficient (LEP) families.
8. Process of measures taken to prevent disclosure of confidential free and reduced-price eligibility information.

Sponsors must sign and submit an updated statement when there are substantial changes such as newly operating the Community Eligibility Program (CEP).

PARTICIPATION IN THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP)

This section applies only if the Sponsor agrees to operate the CACFP, including the At-Risk Afterschool Meals component of the CACFP, CFDA No. 10.558.

The Sponsoring Organization or Sponsor, as defined in 7 CFR 226.2, hereafter called the Sponsor, shall comply with all provisions of 7 CFR part 226. The Sponsor further agrees to the following provisions, as applicable:

1. Complete an annual application as directed by the State Agency.
2. To provide information that demonstrates that the sponsor is financially viable and administratively capable of administering the CACFP program.
3. Accept final administrative and financial responsibility for total CACFP operations at all centers for which a site application has been submitted to and approved by the State Agency.
4. To maintain a nonprofit food service.
5. To ensure licensing/approval criteria as set forth in 7 CFR 226.6(d) and 226.6(e) are met. License exempt institutions may participate in the program if they meet health and safety standards.
6. Certifies that they are in compliance with all applicable state rules and regulations regarding governing boards of corporation.
7. Certifies that neither the Sponsor nor any of its principals has been convicted of any activity that occurred in the last seven years that indicated a lack of business integrity including, but not limited to, fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity as defined by the State Agency.
8. Certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. Certification statements must be obtained and kept on file for each responsible principal in the organization.
9. To ensure key staff at each facility receive CACFP and Civil Rights training prior to participation and annually thereafter.
10. Assures that all participants are served the same meals regardless of race, color, national origin, sex, age, or disability, and there is no discrimination in the course of the food service.

11. Assures that all publications, posters, and informational materials provided to the public will include a statement that the program is available to eligible participants without regard to race, color, national origin, sex, age, or disability. The most current nondiscrimination statement, as provided by the State Agency, will be used.
12. To submit a management plan annually that includes detailed information on the organizations administration, management, training and procedures and process utilized to administer the program.
13. To submit an administrative and operating budget annually.
14. Certifies that the submission of false information to the State Agency is grounds for termination or denial from the CACFP, as described in 7 CFR 226.6(c).
15. Maintain records to include, at a minimum, a menu that meets the CACFP meal pattern, daily meal counts served to eligible participants taken at the point of service, attendance records, claim records, training records, and site review records. All records must be maintained for the past three fiscal years plus the current year, or until resolution of any outstanding reviews or audits.
16. Assures the State Agency that announced and/or unannounced reviews will be allowed during normal business hours by the State Agency and/or representatives of U.S. Department of Agriculture (USDA) Food and Nutrition Service (FNS) and/or any other state or federal official. Anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities.
17. Assures that it will be responsible for all overpayments. Payments must be made with non-federal funds.
18. Understands if this applicant does not meet all of the requirements in the CACFP regulations, 7 CFR 226.6(b) and 226.15(b) and 226.16(b), the State Agency must deny the application. If the State Agency determines that the Sponsor has committed one or more serious deficiencies in 226.6(c)(1)(ii) for new Sponsors or 226.6(c)(2)(ii) for renewing Sponsors, the State Agency must initiate action to deny the application and initiate action to disqualify the Sponsor and the responsible principals and responsible individuals.
19. Agrees to notify the State Agency immediately in writing if the Sponsor or any of its facilities move, change names, sell the center(s), and are no longer in business and indicate the last day of meal service. This agreement is voided upon sale of the Sponsor and its facilities.

Sponsors of "at-risk" centers agree to follow provisions at 7 CFR 226.17(a), including:

1. To serve at-risk meals to students at sites in geographic areas where at least 50 percent of all students are certified eligible for free or reduced-price meals at no charge.
2. To claim a maximum of one at-risk snack and meal per student per day only after his/her school day has ended.
3. To claim a maximum of one at-risk snack and meal per student in attendance any time of the day on weekends or holidays, including vacation periods, during the regular school year.
4. To maintain attendance records.

Sponsors of emergency shelters agree:

1. To provide proof that all emergency shelters are in compliance with all applicable state and/or local health and safety standards as found in Rules and Regulations of the State Board of Health for Food Service, WAC 246-215.
2. To provide congregate meal service and meals at no separate charge.
3. To maintain attendance records indicating the names and ages of children in residence for whom meals are claimed.

4. To maintain records of the number of meals by type (breakfast, lunch, supper, and snacks) served to eligible residential children. The Sponsor shall not claim more than three (3) meals (breakfast, lunch, supper) or two (2) meals and one (1) snack or two (2) snacks and one (1) meal for any child in attendance during the designated meal times.

Sponsors of for-profit adult care centers:

1. Certify that in each proprietary center, 25 percent of the adults in care are Title XIX recipients in the month preceding application to the program. The Sponsor shall continue to certify and provide such information in each succeeding month.
2. Shall not claim reimbursement for meals served in any proprietary center for any month during which the center does not meet the eligibility requirement.

PARTICIPATION IN THE SUMMER FOOD SERVICE PROGRAM (SFSP)

This section applies only if the Sponsor agrees to operate the SFSP, CFDA No. 10.559.

The Sponsor shall comply with all provisions of 7 CFR part 225. The Sponsor further agrees to the following specific provisions, as applicable:

1. Complete an annual application as directed by the State Agency.
2. Retain final financial and administrative responsibility for the Program.
3. Operate a nonprofit food service during the period specified.
4. Serve meals which meet the requirements and provisions set forth in 7 CFR 225.16 during times designated as meal service periods by the Sponsor, and serve the same meals to all children.
5. Serve meals without cost to all children, except that camps as defined in 7 CFR 225.2 may charge for meals served to children who are not served meals under the program.
6. Take meal counts at the point of service.
7. Issue a *Free Meal Policy Statement* in accordance with 7 CFR 225.6(c).
8. Meet the training requirement for its administrative and site personnel, as required under 7 CFR 225.15(d)(1) and provide documentation of such training.
9. Claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children at approved sites during the type or types of meals specified in the agreement and served without charge to children who meet the program's income standards. The agreement shall specify the approved levels of meal service for the sponsor's sites if such levels are required under 7 CFR 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the State Agency.
10. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations as required in 7 CFR 225.16(a).
11. Accept and use, in quantities that may be efficiently utilized in the program, such foods as may be offered as a donation by through the USDA Foods Program.
12. Have access to facilities necessary for storing, preparing, and serving food.
13. Maintain a financial management system as prescribed by the State Agency.
14. Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225.15(d).
15. Maintain children on site while meals are consumed.
16. Comply with the audit requirements as listed in this agreement.

PARTICIPATION IN FOOD DISTRIBUTION PROGRAMS

This section applies only if the sponsor agrees to operate the USDA Food Distribution Program. The Sponsor shall comply with all provisions of 7 CFR part 250 and further agrees to the following specific provisions, as applicable:

1. Complete an annual application as directed by the State Agency.
2. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department.
3. When receiving donated foods, to accept responsibility for any improper distribution or use of donated foods or for any loss of, or damage to donated foods caused by the sponsor's fault or negligence.
4. To preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling or distribution.
5. To take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods.
6. To take immediate action as directed to comply with Food Recalls involving USDA Foods. Designate a point of contact responsible for responding to Food Recalls.
7. To provide, on a timely basis, any changed information, including, but not limited to changes in delivery locations.
8. Remit timely payment for charges incurred for processing, distribution, storage, or shipping as applicable.
9. Notwithstanding any other provisions of this agreement which are expressly or impliedly to the contrary, the State Agency does not waive and shall possess the right to recover all funds and value of donated foods disbursed to the Sponsor for which the Sponsor was not eligible or which were expended in violation of federal or state laws or rules, as now or hereafter amended.

PARTICIPATION IN THE FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)

This section applies only if the sponsor agrees to operate the FFVP. The sponsor shall comply with all provisions authorized by Section 19 of the Richard B. Russell National School Lunch Act and 7 CFR 221. The sponsor further agrees to the following specific provisions, as applicable:

1. Complete an annual application as directed by the State Agency.
2. Follow proper procurement procedures, as stated in 7 CFR 200.
3. Expend FFVP funds only for the purpose of operating the FFVP at schools approved by the State Agency.
4. Implement the FFVP in accordance with the plan submitted and approved by the State Agency.
5. Fresh fruit and vegetables will be the major focus of the program and no funds shall be expended for any costs not allowed as outlined in the most current USDA *Fresh Fruit and Vegetable Handbook*.
6. Food items purchased from these funds will be made available only during schools hours, but not during breakfast or lunch meal service times.
7. Practice all Food Safety and Hazard Analysis and Critical Control Point (HACCP) principles for fresh produce.
8. Not submit for reimbursement any food purchased and not consumed by the last operating day of the FFVP.
9. Purchase any FFVP funded equipment prior to December 31.
10. Ensure payroll charges to the FFVP meet 2 CFR 200 requirements. Signed time and effort reports must be maintained.
11. Ensure the Food Service Director or designee attend the FFVP annual training. This staff member will train appropriate LEA employees and maintain a record of the training.

12. As applicable, the LEA contracting with a Food Service Management Company (FSMC) will include in the food service management agreement the FFVP duties assigned to the FSMC.
13. All program records must be retained according to the Secretary of State Records Retention Schedule. Records must be made available upon request.

FOOD SERVICE MANAGEMENT SERVICES

Sponsors must comply with Federal, State and local procurement requirements when obtaining the services of a Food Service Management Company (FSMC), including 7 CFR 210.21, 2 CFR 200.318-326, 2 CFR 200.400 and contract provisions in Appendix II to 2 CFR Part 200.

AUDIT REQUIREMENTS

Audit requirements for Sponsors (subrecipients) expending federal funds from the State Agency under this agreement are as follows:

Sponsors are required to maintain records that identify all federal funds received and expended. Such funds shall be identified by the fund's Catalog of Federal Domestic Assistance (CFDA) numbers. Sponsors must also make these records available for review or audit by officials of federal agencies, the General Accounting Office, and OSPI or designee.

Sponsors expending \$750,000 or more in federal funds from all federal sources combined in any fiscal year must receive an audit, in accordance with 2 CFR Part 200 Subpart F, for that fiscal year. Audits must be:

- Completed within nine (9) months of the end of that fiscal year;
- Submitted to the Federal Audit Clearinghouse (FAC) by the earlier of 30 days following receipt of the completed audit or 9 months following the end of the fiscal year.

If an Indian Tribe or Tribal Organization opts to not make the reporting information publicly available on the FAC website in accordance with 2 CFR Part 200 Subpart F Section 200.512(b)(2), a copy of the data collection form and reporting package must be submitted to State Agency.

The State Agency has the discretion to call for audits beyond those required by law. The State Agency sets audit policy for audits of proprietary institutions that administer child nutrition programs and may order an audit of a proprietary institution based on risk assessment.

SUSPENSION AND DEBARMENT

By signature of this agreement, Sponsors certify that their organization is not suspended, debarred or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Additionally, sponsors assure they will not enter into a covered transaction with a suspended, or debarred entity by completing one of the following:

1. Checking the Excluded Parties List System (EPLS) which is part of the System for Award Management (SAM);
2. Collect a certification from the organization stating that they are not suspended nor debarred; or
3. Include a clause in their contract or solicitations.

CERTIFICATION REGARDING LOBBYING

This section is applicable to grants, subgrants, cooperative agreements, and contracts exceeding \$100,000 in Federal funds. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each.

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The language of this certification will be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

PROCUREMENT STANDARDS

Sponsors are required to follow regulations concerning the procurement of supplies, food, equipment and other services with program funds. These requirements ensure that materials and services are obtained efficiently and economically while in compliance with applicable laws. Procurement standards apply to all officers, employees, and agents acting on behalf of the sponsor. Regulations for procurements standards are found in 2 CFR 200 Uniform Administrative Requirements: Cost Principles and Audit Requirements for Federal Awards and program specific regulations including; Child and Adult Care Food Program 7 CFR 226 Child and Adult Care Food Program and FNS Instruction 796-2, Rev. 4 Allowable Costs Rules; School Meal Programs 7 CFR 210 National School Lunch Program, 7 CFR 215 Special Milk Program and 7 CFR 220 School Breakfast Program; and Summer Food Service Program 7 CFR 225 Summer Food Service Program and FNS Instruction 796-4 Allowable Cost Rules.

CLAIMS FOR REIMBURSEMENT

Sponsors must submit claims for reimbursement in accordance with 7 CFR 210.8, 7 CFR 220.11, 7 CFR 215.10, 7 CFR 225.9(d), or 7 CFR 226 and per dates and methods required by the State Agency. The sponsor shall repay any funds owed as a result of a financial compliance audit or administrative review.

Each party to this agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a party to this agreement.

COLLECTION EFFORTS

The collection of funds owed to the State Agency as a result of an overpayment of claims, an advance, or any other situation resulting in an overpayment made to the Sponsor by the State Agency shall comply with the following:

1. The Sponsor agrees to comply with collection procedures set forth by RCW 19.16.500. The venue of any action arising out of this agreement shall be in Thurston County, Washington.
2. In the event collection efforts become necessary, the Sponsor agrees that it is liable for all costs associated with such collection activity including, but not limited to, court costs, attorney's fees, and allowable interest. If the amount owing is referred to a licensed collection agency, a collection fee shall be assessed pursuant to RCW 19.16.500 in an amount up to 50 percent of the first \$100,000 and 35 percent for amounts over \$100,000.

The collection procedure is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from OSPI.

The Sponsor's participation in the programs under this agreement are conditioned upon OSPI's approval of the sponsor's online application in the Washington Integrated Nutrition System (WINS).

This agreement constitutes the entire agreement and upon the effective date, takes precedence over any previous existing agreements which the Sponsor may have signed related to any Child Nutrition Programs. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. The Sponsor/School Food Authority/Program Recipient Agency, by the signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it and agrees to be bound by its terms and conditions, and certifies that all information in the agreement is true and correct.

SPONSOR NAME	
Benton-Franklin Counties Juvenile Justice Center	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
PRINTED NAME AND TITLE	
Juvenile Court Administrator	
DATE	

OSPI USE ONLY			
AGREEMENT EFFECTIVE DATE		APPROVAL DATE	
APPROVED BY	DATE	APPROVED BY	
PRINTED NAME AND TITLE		PRINTED NAME AND TITLE	
Leanne Eko, RD, SNS Director of Child Nutrition Services		Kyla L. Moore Contracts Administrator	

Washington Office of Superintendent of Public Instruction Child Nutrition Programs	Benton Franklin Counties Juvenile Justice Center 5606 W Canal PL STE 106 Kennewick WA 99336-1388
	 3/16/2020
Kyla L. Moore	Darryl Banks Juvenile Court Administrator
BENTON COUNTY APPROVAL Approved as to Form:  03/22/20 _____ Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____ Attest: _____ Clerk of the Board: _____	FRANKLIN COUNTY APPROVAL Approved as to Form:  3/2/2020 _____ Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____ Attest: _____ Clerk of the Board: _____

AGENDA ITEM: Consent	TYPE OF ACTION	
MEETING DATE: FC 3/31/20 BC 4/14/20	NEEDED	CONSENT AGENDA <u>xx</u>
SUBJECT: Public Works Contract Amendment No. 1 with Apollo Sheet Metal Inc.	Executive Amendment <u>xx</u>	PUBLIC HEARING
Prepared By: Rosa Garcia	Pass Resolution <u>xx</u>	1ST DISCUSSION
Reviewed By: Darryl Banks	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

Currently the Benton Franklin Counties Juvenile Justice Center contracts with A-One Heating & Air for kitchen maintenance services. Benton Franklin Counties Juvenile Justice Center has run into several issues with the services provided and went out for BID again for kitchen systems maintenance to find a bidder with more expertise on the issues in the detention centers kitchen.

SUMMARY

Administrative Services Manager determined that Apollo Sheet Metal Inc., was the only responsive bidder. The purpose of the Public Works Contract Amendment No. 1 is to amend Section 1 ("Contract Documents"), Section 3 ("Services Provided") and Section 5 ("Compensation") of the contract to amend Exhibits and add Kitchen Systems Maintenance "as needed" to existing contract Benton County Resolution 2018 630 and Franklin County Resolution 2018 269.

COORDINATION

This Public Works Contract Amendment No. 1 was coordinated by KC Wilson, Service Account Executive for Apollo Sheet Metal Inc.; Shela Berry, Administrative Services Manager for the Benton-Franklin Counties Juvenile Justice Center; and Stephen Hallstrom, Deputy Prosecuting Attorney for Benton County. The Contract amendment was prepared by Rosa Garcia, Senior Administrative Secretary.

RECOMMENDATION

The Administrative Services Manager recommends that Contract Amendment No. 1 is approved as presented.

FISCAL IMPACT

Amount to remain the same with a not to exceed limit of \$150,000.00 plus W.S.S.T to be paid out of Current Expense Dept. 172 Facilities Budget. No supplemental required.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign on behalf of their respective county, the Public Works Contract Amendment No. 1 with Apollo Sheet Metal Inc., and Benton-Franklin Counties Juvenile Justice Center.

HANDLING/ROUTING

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Rosa Garcia to disperse.

I certify the above information is accurate and complete.

Rosa Garcia

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF PUBLIC WORKS CONTRACT AMENDMENT NO. 1 FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC) AND KITCHEN SYSTEMS MAINTENANCE TO APOLLO HEATING & AIR, A DIVISION OF APOLLO SHEET METAL INC.

WHEREAS, per resolution 2012-677, for public works contracts with an estimated value of forty thousand dollars up to three hundred thousand dollars, the County shall follow both the advertisement and competitive bidding process set forth in RCW 36.32.250 or shall follow the small public works roster process authorized by RCW 39.04.155; and

WHEREAS, currently the Benton Franklin Counties Juvenile Justice Center contracts with A-One Heating & Air for kitchen maintenance services. Benton Franklin Counties Juvenile Justice Center has run into several issues with the services provided and went out for BID again for kitchen systems maintenance to find a bidder with more expertise on the issues in the detention centers kitchen; and

WHEREAS, the following proposals were received from contractors for kitchen systems maintenance and repair, if necessary from the small work roster:

- Apollo Sheet Metal Inc., Kennewick, WA – APOLLMC864JQ - \$8,384 plus W.S.S.T, as needed.
- Coffey Refrigeration, Kennewick, WA – COFFER*099LG – Did not respond
- Industrial Construction, Kennewick, WA – INDUSI*003HQ – Did not respond

WHEREAS, the Administrative Services Manager determined that Apollo Sheet Metal Inc., Kennewick, WA – Contractors License No. APOLLMC864JQ was the only responsive bidder; and

WHEREAS, Benton Franklin Counties Juvenile Justice Center currently contracts with Apollo Sheet Metal Inc., for HVAC maintenance and repair “as necessary”; and

WHEREAS, the purpose of the Public Works Contract Amendment No. 1 is to amend Section 1 (“Contract Documents”), Section 3 (“Services Provided”) and Section 5 (“Compensation”) of the contract to amend Exhibits and add Kitchen Systems Maintenance “as needed” for services to be provided; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Board concurs with the Administrative Services Manager’s recommendation and hereby approves Contract Amendment No. 1, to include kitchen systems maintenance to the existing contract with Apollo Sheet Metal Inc., in an amount not to exceed the existing contract amount of \$150,000.00 plus W.S.S.T; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Public Works Contract Amendment No. 1; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences immediately upon execution by the Counties and shall expire September 30, 2020.

DATED this _____ day of _____ 2020
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2020
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner
Hon. Alexander C. Ekstrom
Hon. Jacqueline J. Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DARRYL BANKS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

JACQUELINE STAM
PAMELA E. PETERSON
DARIN R. CAMPBELL
Court Commissioners

PUBLIC WORKS CONTRACT AMENDMENT NO. 1

This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Apollo Sheet Metal Inc., with its principal offices at 1119 West Columbia Drive, Kennewick, WA 99336 (hereinafter referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' Contract, numbered as Benton County Resolution No. 2018 630 and executed on September 11, 2018, and Franklin County Resolution No. 2018 269 and executed on August 21, 2018, the parties agree to amend the Contract as follows:

1. **Section 1 – CONTRACT DOCUMENTS**, will be amended in its entirety to read:

This Contract consists of these Terms and Conditions and the following documents:

- a. Exhibit A – Scope of Work/Compensation for HVAC Preventative Maintenance;
- b. Exhibit B – HVAC Hourly compensation for repairs, if necessary; and
- c. Exhibit C – Scope of Work/Compensation for Kitchen Preventative Maintenance
- d. Exhibit D – Washington State Prevailing Wage Rates for Public Works Contracts.

2. **Section 3(a) - SERVICES PROVIDED**, will be amended to read:

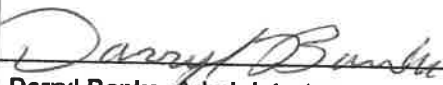
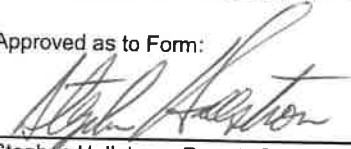
- a. The CONTRACTOR shall provide building HVAC and Kitchen maintenance services and repairs, as necessary for the Benton-Franklin Counties Juvenile Justice Center location in accordance with the CONTRACTORS 2017 and 2020 price list proposal attached hereto as Exhibit A, Exhibit B and Exhibit C. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work/Compensation for HVAC Preventative Maintenance" and Exhibit C, "Scope of Work/Compensation for Kitchen Preventative Maintenance", which is attached hereto and incorporated herein by reference.

3. **Section 5(a) – COMPENSATION**, will be amended to read:

- a. For the services performed under this Contract, the CONTRACTOR shall be paid in accordance with the price rates provided in Exhibit A, Exhibit B and Exhibit C, which is attached hereto and incorporated herein. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this contract.

Except as expressly provided in this Contract Amendment No. 1, all other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall be effective upon execution by the parties.

Apollo Sheet Metal Inc.	Benton Franklin Counties Juvenile Justice Center
 KC Wilson, Service Account Executive	 Darryl Banks, Administrator
3/12/2020 Date	3-16-2020 Date
BENTON COUNTY APPROVAL Approved as to Form:  Stephen Hallstrom, Deputy Prosecuting Attorney	FRANKLIN COUNTY APPROVAL Approved as to Form: Civil Deputy Prosecuting Attorney
03/13/20 Date	 Date
By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u>	By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u>
Date: _____	Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____



1119 W. Columbia Drive ■ P.O. Box 7287 ■ Kennewick WA 99336 ■ Phone 509-586-1104
Fax 509-582-8516 ■ Email info@apollosm.com ■ Web www.apolloheatingandair.com

A Division of Apollo Sheet Metal Inc.

WA Reg. No. APOLLSM187MK OR CCB No. 56241
July 20, 2017

Preventative Maintenance For:

Benton -Franklin Juvenile Justice At Location:

Benton -Franklin Juvenile Justice Center
5606 W. Canal
Kennewick, WA 99336

Apollo Sheet Metal, Inc. is committed to supplying our customers with the highest quality in preventative maintenance and services. The company and its leadership believe in listening to our customers' needs and building strong lasting relationships. The scope of these services has been determined as a result of our discussions concerning your specific HVAC system support needs. Our support solution includes the services as outlined below:

GENERAL SUPPORT PROGRAM FEATURES

(Included with all Support Programs)

- **Discount on Parts and Labor:** As a support contract customer you will receive an additional 10% discount on parts that need to be replaced or repaired and a 10% discount on the labor (if necessary) to install them.
- **Account Manager:** A designated factory trained and licensed Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives.
- **Documentation:** All scheduled and unscheduled service visits will be documented by a work order form detailing the service performed, materials used and hours spent.
- **System and Service Log:** APOLLO SHEET METAL, INC. will provide you with a log to enable you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.
- **Dedicated Service Team:** Our Highly Skilled Service Team is knowledgeable in all facets of the HVAC industry. We can quickly diagnose system problems, thus saving hours of labor that would be required by someone less familiar with your system.
- **Priority Response Time:** As a support program customer, you will be given priority for "emergency" calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rates. Guaranteed response times are identified under the "Specific Technical support Inclusion" section of this proposal if applicable to your account.
- **Multi-Year Program:** By purchasing a continuous 1-5 year support program, you "lock-in" on current year pricing to realize additional savings.



HVAC SYSTEMS MAINTENANCE

All maintenance procedures are performed in accordance with the manufacturers specifications. The following maintenance verifications will reduce breakdown, improve operational efficiency and increase the life expectancy of the equipment. Problem areas will be indentified and brought to the owners attention to be addressed accordingly.

• **Annual Heating Verification:** Verification of your heating systems operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, leaks and corrosion and panels that are not secured properly. During this verification, all filters will be inspected and replaced (supplied by owner) , belts will be inspected if applicable, and the heating operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection and cleaning of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels on heat pumps, and combustion efficiency testing on gas heat units.

Annual Heating Verification Hours:

40.0 Hours

• **Annual Cooling Verification:** Verification of your cooling systems operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, leaks and corrosion and panels that are not secured properly. During this verification, all filters will be inspected and replaced (supplied by owner), belts will be changed if applicable, and the cooling operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection and cleaning of evaporator and condenser coils, fan blades and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels.

Annual Cooling Verification Hours:

40.0 Hours

• **Mid Winter Inspection:** The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, leaks and corrosion and panels that are not secured properly. During our Mid-Winter inspection, all air filters will be inspected and replaced (supplied by owner), belts will be adjusted and proper heating operation will be verified.

Mid Winter Inspection Hours:

40.0 Hours

• **Mid-Summer Inspection:** The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, leaks and corrosion and panels that are not secured properly. During our Mid-Summer inspection, all air filters will be inspected and replaced (supplied by owner), the belts will be adjusted and proper cooling operation will be verified.

Mid Summer Inspection Hours:

40.0 Hours

ENVIRONMENTAL CONTROL SYSTEM MAINTENANCE

- **Annual HVAC Controls Testing and Verification:** Verification of your HVAC controls is an effective way to maximize building comfort and efficiency. We will verify overall system operation via the system software and physical verification. In addition heat/cool set points and occupancy schedules will be reviewed and adjusted if necessary.

Annual HVAC Controls Testing and Verification:

8.0 Hours

- **Critical On-line Support:** A service specialist will be made available to aid in analyzing problems and recommending possible solutions via direct line modem to your system. Modem and dedicated phone line is assumed to be provided by the owner. This service often eliminates the need for an on-site visit, which saves you money. This feature is offered during a customer specific time frame.

On-Line Support Hours Allowance:

0.0 Hours

- **Priority On-Site Support:** We will provide consultation as requested to assist your operator(s) in identifying, verifying and resolving problems found in executing the tasks for which they have received training from Apollo Sheet Metal. As a support program customer, you will be given priority for "non-scheduled" calls. Should such an emergency arise, we will give you top priority over non-support program customer.

On-Site Support Hours Allowance:

0.0 Hours

- **Training:** Continued training is recommended to refresh your current knowledge as well as provide valuable information on the new system features that may become available in future revisions of your system. The hours shown reflect requirements that were determined during our meetings and conversations regarding your current personnel proficiencies and staffing. During each site visit, we encourage your staff to participate and ask questions. We have found this to be one of the most effective ways to increasing system knowledge. Topics covered will be tailored to the trainees' knowledge, experience level, and areas of interest. Training classes shall be scheduled and completed quarterly utilizing total hours as follows:

Annual Training Hours Allowance:

0.0 Hours

SUPPORT PROGRAM PRICING SUMMARY:

Support Program Features	Hours	Normal Cost	Support Program Sell Price
HVAC Maintenance			
Fall Heating Verification	40.0	\$3,800	\$3,320
Spring Cooling Verification	40.0	\$3,800	\$3,320
Mid-Winter Inspection	40.0	\$3,800	\$3,320
Mid- Summer Inspection	40.0	\$3,800	\$3,320
Materials: Filters & Belts	N/A	\$0	\$0
Cleaning Material	N/A	\$0	\$0
HVAC SUBTOTALS:		\$15,200	\$13,280
Environmental Controls			
Controls Testing & Verification	8.0	\$840	\$760
Critical On-Line Support			
Priority On-Site Support			
Training			
CONTROLS SUBTOTAL		\$840	\$760
TOTALS		\$16,040	\$14,040

Support Program Sell Price - Year 1:

\$14,040 + Tax

Please contact me if you should have any questions or require further clarification on our Support Program solution. We thank you for this opportunity to serve you better.

Respectfully,

Bob Sandusky



Service Manager
Apollo Sheet Metal
(509) 586-1104

By and Between

Apollo Sheet Metal
1119 W. Columbia Drive
Kennewick, WA 99336

Benton -Franklin Juvenile Justice Center
5606 W. Canal
Kennewick, WA 99336

Services shall be provided at the
following Location:

Benton -Franklin Juvenile Justice Center
5606 W. Canal
Kennewick, WA 99336

Apollo Sheet Metal shall provide the services as
outlined in this Support Service program document
dated :

July 20, 2017

Duration:

This agreement shall remain in effect for an original term of 1-5 years beginning at the
preset dates stated below and for the annual amount also stated below. Sixty (60) days
prior to current contract expiration date, representative of:

Benton -Franklin Juvenile Justice Center

and Apollo Sheet Metal shall reevaluated the facility needs and modify the support
program services as required.

Termination:

Either party may terminate this agreement with sixty (60) day written notice with current
reconciliation of costs.

Charges:

For services outlined herein,

Benton -Franklin Juvenile Justice Center

agrees to pay Apollo Sheet Metal the following amount payable upon presentation of
invoice:

Five Year Option

☐ Yes	☐ No	1st Year	7/20/2017	THRU	7/20/2018	\$14,040 +Tax
☐ Yes	☐ No	2nd Year	7/20/2018	THRU	7/20/2019	\$14,040 +Tax
☐ Yes	☐ No	3rd Year	7/20/2019	THRU	7/20/2020	\$14,040 +Tax
☐ Yes	☐ No	4th Year	7/20/2020	THRU	7/20/2021	\$14,180 +Tax
☐ Yes	☐ No	5th Year	7/20/2021	THRU	7/20/2022	\$14,180 +Tax

Prices quoted in this proposal do not include sales tax and are firm for 45 days from date of proposal.

Please sign and either mail or fax this signed proposal back to Apollo Heating and Air.

Proposal Accepted by:

Proposal Submitted By:

Bob Sandusky

July 20, 2017

Print or Type

Bob Sandusky

Service Manager (509) 727-3198

bsandusky@apollosm.com

Apollo Heating & Air

Kennewick, WA

Signature

Date

Title





Heating &
Air Conditioning

WA Reg. No. APOLLSM187MK OR CCB No. 56241

1119 West Columbia Drive, Kennewick, WA 99336

TEL (509) 586-1104 ■ FAX (509) 582-8516

July 10, 2018

Jon Payton
Benton-Franklin Counties Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336

Attention: Jon Payton / Rosa Garcia

Dear Jon & Rosa,

The following table is for the Repair Services offered by Apollo for the 10/1/2018 through 9/30/2020. Please let me know if you have any questions regarding this.

Classification	Hourly Rate
HVAC Controls	\$95.00
HVAC Service	\$95.00
Overtime Rates	1.5 X Hourly
Sunday / Holiday Rates	2.0 X Hourly

Sincerely,

Bob Sandusky
Service Manager
Apollo Heating & Air
586-1104 ext 1260
727-3198 Cell



1119 W. Columbia Drive ■ P.O. Box 7287 ■ Kennewick WA 99336 ■ Phone 509-586-1104
Fax 509-582-8516 ■ Email info@apollosm.com ■ Web www.apolloheatingandair.com

A Division of Apollo Sheet Metal Inc.

WA Reg. No. APOLLSM187MK OR CCB No. 56241
March 3, 2020

Preventative Maintenance For:

Benton Franklin Counties Juvenile At Location:

Benton Franklin Counties Juvenile Department
5606 W Canal PI Suite 106
Kennewick, WA 99336

Apollo Sheet Metal, Inc. is committed to supplying our customers with the highest quality in preventative maintenance and services. The company and its leadership believe in listening to our customers' needs and building strong lasting relationships. The scope of these services has been determined as a result of our discussions concerning your specific HVAC system support needs. Our support solution includes the services as outlined below:

GENERAL SUPPORT PROGRAM FEATURES

(Included with all Support Programs)

- **Discount on Parts and Labor:** As a support contract customer you will receive an additional 10% discount on parts that need to be replaced or repaired and a 10% discount on the labor (if necessary) to install them.
- **Account Manager:** A designated factory trained and licensed Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives.
- **Documentation:** All scheduled and unscheduled service visits will be documented by a work order form detailing the service performed, materials used and hours spent.
- **System and Service Log:** APOLLO SHEET METAL, INC. will provide you with a log to enable you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.
- **Dedicated Service Team:** Our Highly Skilled Service Team is knowledgeable in all facets of the HVAC industry. We can quickly diagnose system problems, thus saving hours of labor that would be required by someone less familiar with your system.
- **Priority Response Time:** As a support program customer, you will be given priority for "emergency" calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rates.
- **Multi-Year Program:** By purchasing a continuous 1-5 year support program, you "lock-in" on current year pricing to realize additional savings.



KITCHEN SYSTEMS MAINTENANCE

All maintenance procedures are performed in accordance with the manufacturers specifications. The following maintenance verifications will reduce breakdown, improve operational efficiency and increase the life expectancy of the equipment. Problem areas will be indentified and brought to the owners attention to be addressed accordingly.

- **Annual Fall Verification:** Verification of your kitchen systems (Walk-ins, Washers, Coolers, Ice Machines, Dishwasher and steamers) operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters (if applicable) will be replaced with pleated high efficiency filters , belts will be inspected if applicable, and the operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant .

Annual Heating Verification Hours:

20.0 Hours:

- **Annual Spring Verification:** Verification of your Kitchen systems (Walk-ins, Washers, Coolers, Ice Machines, Dishwasher and steamers) operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters (if applicable) will be replaced with pleated high efficiency filters , belts will be changed if applicable, and the cooling operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection and cleaning of evaporator and condenser coils, fan blades and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels. If deep cleaning of evaporator or blower is needed, it will quoted to prevent property damage.

Annual Cooling Verification Hours:

20.0 Hours:

- **Mid Winter Inspection:** Verification of your kitchen systems (Walk-ins, Washers, Coolers, Ice Machines, Dishwasher and steamers) operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters (if applicable) will be replaced with pleated high efficiency filters , belts will be inspected if applicable, and the operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels .

Mid Winter Inspection Hours:

20.0 Hours:

- **Mid-Summer Inspection:** Verification of your kitchen systems (Walk-ins, Washers, Coolers, Ice Machines, Dishwasher and steamers) operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters (if applicable) will be replaced with pleated high efficiency filters , belts will be inspected if applicable, and the operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels .

Mid Summer Inspection Hours:

20.0 Hours:

SUPPORT PROGRAM PRICING SUMMARY:

Support Program Features	Hours	Normal Cost	Support Program Sell Price
KITCHEN MAINTENANCE			
Spring Kitchen Verification	20.0	\$2,100	\$1,900
Fall Kitchen Verification	20.0	\$2,100	\$1,900
Mid-Winter Inspection	20.0	\$2,100	\$1,900
Mid- Summer Inspection	20.0	\$2,100	\$1,900
Materials: Filters & Belts	N/A	\$720	\$560
Cleaning Material	N/A	\$288	\$224
KITCHEN SUBTOTALS:		\$9,408	\$8,384
Environmental Controls			
Controls Testing & Verification	0.0	\$0	\$0
Critical On-Line Support	0.0	\$0	\$0
Priority On-Site Support	0.0	\$0	\$0
Training	0.0	\$0	\$0
CONTROLS SUBTOTAL		\$0	\$0
TOTALS		\$9,408	\$8,384

Support Program Sell Price:

\$8,384 + Tax

Please contact me if you should have any questions or require further clarification on our Support Program solution. We thank you for this opportunity to serve you better.

Respectfully,

KC Wilson

Service Acct Executive

Apollo Sheet Metal

509-987-1508

3 of 4



By and Between

Apollo Sheet Metal
1119 W. Columbia Drive
Kennewick, WA 99336

Benton Franklin Counties Juvenile Dept

Services shall be provided at the
following Location:

Benton Franklin Counties Juvenile Department
5606 W Canal Pl Suite 106
Kennewick, WA 99336

Apollo Sheet Metal shall provide the services as
outlined in this Support Service program document
dated :

March 3, 2020

Duration: This agreement shall remain in and renew annually, unless notified by customer. You will
be notified of any price increases by Apollo no less than thirty (30) days before new
billing year.

Benton Franklin Counties Juvenile Dept

and Apollo Sheet Metal shall reevaluate the facility needs and modify the support
program services as required.

Termination: Either party may terminate this agreement with sixty (60) day written notice with current
reconciliation of costs.

Charges: For services outlined herein, ***Benton Franklin Counties Juvenile Dept***
agrees to pay Apollo Sheet Metal the following amount payable upon presentation of
invoice:

\$8,384 +Tax

Prices quoted in this proposal do not include sales tax and are firm for 45 days from date of proposal.
Please sign and either mail or fax this signed proposal back to Apollo Heating and Air.

Proposal Accepted by:

Proposal Submitted By:

March 3, 2020

Print or Type

KC Wilson

Service Acct Executive

509-987-1508

kc.wilson@apollosm.com

See contract signature page

Signature Date

Apollo Heating & Air
Kennewick, WA

Title



Exhibit D

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 8/6/2018

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Benton	Asbestos Abatement Workers	Journey Level	\$38.16	<u>5D</u>	<u>1H</u>	
Benton	Boilermakers	Journey Level	\$66.54	<u>5N</u>	<u>1C</u>	
Benton	Brick Mason	Journey Level	\$47.64	<u>5A</u>	<u>1M</u>	
Benton	Building Service Employees	Janitor	\$11.50		<u>1</u>	
Benton	Building Service Employees	Shampooer	\$11.50		<u>1</u>	
Benton	Building Service Employees	Waxer	\$11.50		<u>1</u>	
Benton	Building Service Employees	Window Cleaner	\$11.50		<u>1</u>	
Benton	Cabinet Makers (In Shop)	Journey Level	\$15.51		<u>1</u>	
Benton	Carpenters	Carpenters	\$43.90	<u>5A</u>	<u>1B</u>	<u>8N</u>
Benton	Cement Masons	Journey Level	\$42.00	<u>7B</u>	<u>1N</u>	
Benton	Divers & Tenders	Assistant Tender	\$50.55	<u>5A</u>	<u>1B</u>	
Benton	Divers & Tenders	Dive Supervisor	\$92.80	<u>5A</u>	<u>1B</u>	
Benton	Divers & Tenders	Diver	\$91.30	<u>5A</u>	<u>1B</u>	<u>8V</u>
Benton	Divers & Tenders	Diver on Standby	\$53.72	<u>5A</u>	<u>1B</u>	
Benton	Divers & Tenders	Diver Tender	\$52.72	<u>5A</u>	<u>1B</u>	
Benton	Divers & Tenders	Diving Master	\$62.74	<u>5A</u>	<u>1B</u>	
Benton	Divers & Tenders	Manifold Operator	\$52.72	<u>5A</u>	<u>1B</u>	
Benton	Divers & Tenders	Manifold Operator Mixed Gas	\$56.72	<u>5A</u>	<u>1B</u>	
Benton	Divers & Tenders	Remote Operated Vehicle Operator	\$52.72	<u>5A</u>	<u>1B</u>	
Benton	Divers & Tenders	Remote Operated Vehicle Tender/Technician	\$50.55	<u>5A</u>	<u>1B</u>	
Benton	Dredge Workers	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>	
Benton	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>	
Benton	Dredge Workers	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>	
Benton	Dredge Workers	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>	
Benton	Dredge Workers	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>	
Benton	Dredge Workers	Mates	\$56.44	<u>5D</u>	<u>3F</u>	
Benton	Dredge Workers	Oiler	\$56.00	<u>5D</u>	<u>3F</u>	
Benton	Drywall Applicator	Journey Level	\$43.90	<u>5A</u>	<u>1B</u>	<u>8N</u>

Benton	Drywall Tapers	Journey Level	\$38.78	<u>7E</u>	<u>1P</u>	
Benton	Electrical Fixture Maintenance Workers	Journey Level	\$34.23		<u>1</u>	
Benton	Electricians - Inside	Cable Splicer	\$63.18	<u>5A</u>	<u>1E</u>	
Benton	Electricians - Inside	Journey Level	\$61.07	<u>5A</u>	<u>1E</u>	
Benton	Electricians - Inside	Welder	\$65.28	<u>5A</u>	<u>1E</u>	
Benton	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>	
Benton	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>	
Benton	Electricians - Powerline Construction	Cable Splicer	\$79.43	<u>5A</u>	<u>4D</u>	
Benton	Electricians - Powerline Construction	Certified Line Welder	\$69.75	<u>5A</u>	<u>4D</u>	
Benton	Electricians - Powerline Construction	Groundperson	\$46.28	<u>5A</u>	<u>4D</u>	
Benton	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$69.75	<u>5A</u>	<u>4D</u>	
Benton	Electricians - Powerline Construction	Journey Level Lineperson	\$69.75	<u>5A</u>	<u>4D</u>	
Benton	Electricians - Powerline Construction	Line Equipment Operator	\$59.01	<u>5A</u>	<u>4D</u>	
Benton	Electricians - Powerline Construction	Meter Installer	\$46.28	<u>5A</u>	<u>4D</u>	<u>8W</u>
Benton	Electricians - Powerline Construction	Pole Sprayer	\$69.75	<u>5A</u>	<u>4D</u>	
Benton	Electricians - Powerline Construction	Powderperson	\$52.20	<u>5A</u>	<u>4D</u>	
Benton	Electronic Technicians	Journey Level	\$11.50		<u>1</u>	
Benton	Elevator Constructors	Mechanic	\$91.24	<u>7D</u>	<u>4A</u>	
Benton	Elevator Constructors	Mechanic In Charge	\$98.51	<u>7D</u>	<u>4A</u>	
Benton	Fabricated Precast Concrete Products	Journey Level	\$11.50		<u>1</u>	
Benton	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$11.50		<u>1</u>	
Benton	Fence Erectors	Fence Erector	\$29.15		<u>1</u>	
Benton	Flaggers	Journey Level	\$36.06	<u>7B</u>	<u>1M</u>	
Benton	Glaziers	Journey Level	\$24.39	<u>7E</u>	<u>1K</u>	
Benton	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$52.89	<u>5K</u>	<u>1U</u>	
Benton	Heating Equipment Mechanics	Journey Level	\$57.81	<u>5A</u>	<u>1X</u>	
Benton	Hod Carriers & Mason Tenders	Journey Level	\$39.69	<u>7B</u>	<u>1M</u>	
Benton	Industrial Power Vacuum Cleaner	Journey Level	\$11.50		<u>1</u>	
Benton	Inland Boatmen	Journey Level	\$11.50		<u>1</u>	
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$11.50		<u>1</u>	
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.50		<u>1</u>	

Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		<u>1</u>	
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$11.50		<u>1</u>	
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$11.50		<u>1</u>	
Benton	Insulation Applicators	Journey Level	\$43.90	<u>5A</u>	<u>1B</u>	<u>8N</u>
Benton	Ironworkers	Journeyman	\$59.40	<u>7N</u>	<u>1O</u>	
Benton	Laborers	Air And Hydraulic Track Drill	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Asphalt Raker	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Asphalt Roller, Walking	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Brick Pavers	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Brush Hog Feeder	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Brush Machine	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Caisson Worker, Free Air	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Carpenter Tender	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Cement Finisher Tender	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Cement Handler	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Chain Saw Operator & Faller	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Clean-up Laborer	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Compaction Equipment	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Concrete Crewman	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Concrete Saw, Walking	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Concrete Signalman	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Concrete Stack	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Confined Space Attendant	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Crusher Feeder	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Demolition	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Demolition Torch	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Dope Pot Fireman, Non-mechanical	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Driller Helper (when Required To Move & Position Machine)	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Drills With Dual Masts	\$38.98	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Dry Stack Walls	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Dumpman	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Erosion Control Laborer	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Final Detail Cleanup (i.e., Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)	\$36.06	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Firewatch	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Form Cleaning Machine Feeder, Stacker	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Form Setter, Paving	\$38.43	<u>7B</u>	<u>1M</u>	

Benton	Laborers	General Laborer	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Grade Checker	\$40.69	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Grout Machine Header Tender	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Guard Rail	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Gunite	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Hazardous Waste Worker (level A)	\$38.98	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Hazardous Waste Worker (level B)	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Hazardous Waste Worker (level C)	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Hazardous Waste Worker (level D)	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Hdpe Or Similar Liner Installer	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	High Scaler	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Jackhammer Operator Miner, Class "b"	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Laser Beam Operator	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Miner, Class "a"	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Miner, Class "c"	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Miner, Class "d"	\$38.98	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Monitor Operator, Air Track Or Similar Mounting	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Mortar Mixer	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Nipper	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Nozzleman	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Pavement Breaker, 90 Lbs. & Over	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Pavement Breaker, Under 90 Lbs.	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Pipelayer	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Pipelayer, Corrugated Metal Culvert And Multi-plate	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Pipewrapper	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Plasterer Tenders	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Pot Tender	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Powderman	\$40.35	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Powderman Helper	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Power Buggy Operator	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Power Tool Operator, Gas, Electric, Pneumatic	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Railroad Power Spiker Or Puller, Dual Mobile	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Remote Equipment Operator	\$38.98	<u>7B</u>	<u>1M</u>	

Benton	Laborers	Remote Equipment Operator (i.e. Compaction And Demolition)	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Rigger/signal Person	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Riprap Person	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Rodder & Spreader	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Sandblast Tailhoseman	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Scaffold Erector, Wood Or Steel	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Stake Jumper	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Structural Mover	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Tailhoseman (water Nozzle)	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Timber Bucker & Faller (by Hand)	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Track Laborer (rr)	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Traffic Control Laborer	\$36.06	<u>7B</u>	<u>1M</u>	<u>8T</u>
Benton	Laborers	Traffic Control Supervisor	\$37.06	<u>7B</u>	<u>1M</u>	<u>8S</u>
Benton	Laborers	Trencher, Shawnee	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Trenchless Technology Technician	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Truck Loader	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Tugger Operator	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Vibrators, All	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Wagon Drills	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Water Pipe Liner	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Welder, Electric, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$38.98	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Well-point Person	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers	Wheelbarrow, Power Driven	\$38.43	<u>7B</u>	<u>1M</u>	
Benton	Laborers - Underground Sewer & Water	General Laborer & Topman	\$38.16	<u>7B</u>	<u>1M</u>	
Benton	Laborers - Underground Sewer & Water	Pipe Layer	\$38.70	<u>7B</u>	<u>1M</u>	
Benton	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$11.50		<u>1</u>	
Benton	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$20.17		<u>1</u>	
Benton	Landscape Construction	Landscaping Or Planting Laborers	\$13.56		<u>1</u>	
Benton	Lathers	JOURNEY LEVEL	\$12.41		<u>1</u>	
Benton	Marble Setters	Journey Level	\$47.64	<u>5A</u>	<u>1M</u>	
Benton	Metal Fabrication (In Shop)	Machine Operator	\$11.50		<u>1</u>	
Benton	Metal Fabrication (In Shop)	Painter	\$11.50		<u>1</u>	
Benton	Metal Fabrication (In Shop)	Welder	\$16.70		<u>1</u>	
Benton	Millwright	Journey Level	\$29.22		<u>1</u>	
Benton	Modular Buildings	Journey Level	\$11.50		<u>1</u>	
Benton	Painters	Journey Level	\$33.40	<u>6Z</u>	<u>1W</u>	

Benton	Pile Driver	Journey Level	\$44.99	5A	<u>1B</u>	<u>8N</u>
Benton	Plasterers	Journey Level	\$40.48	7K	<u>1N</u>	
Benton	Playground & Park Equipment Installers	Journey Level	\$11.50		<u>1</u>	
Benton	Plumbers & Pipefitters	Journey Level	\$78.33	<u>6Z</u>	<u>1Q</u>	
Benton	Power Equipment Operators	A-frame Truck (2 Or More Drums)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	A-frame Truck (single Drum)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Asphalt Plant Operator	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Assistant Refrigeration Plant (under 1000 Ton)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Automatic Subgrader (ditches & Trimmers)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Backfillers (cleveland & Similar)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Backhoe & Hoe Ram (under 3/4 Yd.)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Backhoe (over 110,000 Gw)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Backhoes & Hoe Ram (3 Yds & Over)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Bagley Or Stationary Scraper	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Batch Plant (over 4 Units)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Belt Finishing Machine	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Belt Loader (kocal Or Similar)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Belt-crete Conveyors With Power Pack Or Similar	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Bending Machine	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Bit Grinders	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Blade Operator (motor Patrol & Attachments)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Blower Operator (cement)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	Power Equipment Operators	Boat Operator	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Bob Cat (skid Steer)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Bolt Threading Machine	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Boom Cats (side)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Boring Machine (earth)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Bump Cutter (wayne, Saginaw Or Similar)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Cableway Controller (dispatcher)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Cableway Operators	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Canal Lining Machine (concrete)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Carrydeck & Boom Truck (under 25 Tons)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Cement Hog	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Clamshell, Dragline	\$45.16	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Compactor (self-propelled With Blade)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Concrete Cleaning / Decontamination Machine Operator	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Concrete Pump Boon Truck	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Concrete Saw (multiple Cut)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Concrete Slip Form Paver	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Conveyor Aggregate Delivery Systems (c.a.d.)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators		\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>

		Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline				
Benton	Power Equipment Operators	Cranes (85 Tons & Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$45.16	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Crusher Feeder	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Crusher, Grizzle & Screening Plant Operator	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Curb Extruder (asphalt Or Concrete)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Deck Engineer	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Deck Hand	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Derricks & Stifflegs (65 Tons & Over)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Derricks & Stifflegs (under 65 Tons)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Distributor Leverman	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Ditch Witch Or Similar	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Dope Pots (power Agitated)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Dozer / Tractors (d-6 & Equivalent & Over)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Dozer, 834 R/t & Similar	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Drill Doctor	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Driller Licensed	\$45.16	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Drillers Helper	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Drills (churn, Core, Calyx Or Diamond)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Elevating Belt (holland Type)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Elevator Hoisting Materials	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Equipment Serviceman, Greaser & Oiler	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Fireman & Heater Tender	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Generator Plant Engineers (diesel Or Electric)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Gin Trucks (pipeline)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Grade Checker	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators		\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>

		Gunite Combination Mixer & Compressor				
Benton	Power Equipment Operators	H.d. Mechanic	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	H.d. Welder	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Heavy Equipment Robotics Operator	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Helicopter Pilot	\$45.16	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Helper, Mechanic Or Welder, H.D	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Hoe Ram	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Hoist (2 Or More Drums Or Tower Hoist)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Hoist, Single Drum	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Hydro-seeder, Mulcher, Nozzleman	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Lime Batch Tank Operator (recycle Train)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Lime Brain Operator (recycle Train)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Loaders (bucket Elevators And Conveyors)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Loaders (overhead And Front-end, 10 Yds. & Over)	\$45.16	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Locomotive Engineer	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Longitudinal Float	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Master Environmental Maintenance Technician	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Mixer (portable - Concrete)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Mixermobile	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Mobile Crusher Operator (recycle Train)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Mucking Machine	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Multiple Dozer Units With Single Blade	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Pavement Breaker, Hydra-hammer & Similar	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Paving (dual Drum)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	Power Equipment Operators	Piledriving Engineers	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Plant Oiler	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Posthole Auger Or Punch	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Power Broom	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Pump (grout Or Jet)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Pumpman	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Quad-track Or Similar Equipment	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Railroad Ballast Regulation Operator (self-propelled)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Railroad Power Tamper Operator (self-propelled)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Railroad Tamper Jack Operator (self-propelled)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Railroad Track Liner Operator (self-propelled)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Refrigeration Plant Engineer (1000 Tons & Over)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Refrigeration Plant Engineer (under 1000 Ton)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Roto Mill (pavement Grinder)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Rotomill Groundsman	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Rubber-tired Skidders (r/t With Or Without Attachments)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Scrapers, All, Rubber-tired	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Screed Operator	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Shovels (3 Yds. & Over)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Shovels (under 3 Yds.)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Soil Stabilizer (p & H Or Similar)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Spray Curing Machine (concrete)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Spreader Box (self-propelled)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Spreader Machine	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Steam Cleaner	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators		\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>

		Straddle Buggy (ross & Similar On Construction Job Only)				
Benton	Power Equipment Operators	Surface Heater & Planer Machine	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Traverse Finish Machine	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Trenching Machines (7 Ft. Depth & Over)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Trenching Machines (under 7 Ft. Depth Capacity)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Tug Boat Operator	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Tugger Operator	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Turnhead (with Re-screening)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Turnhead Operator	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Vactor Guzzler, Super Sucker	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Vacuum Blasting Machine Operator	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Welding Machine	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators	Whirleys & Hammerheads, All	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	A-frame Truck (2 Or More Drums)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	A-frame Truck (single Drum)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Assistant Refrigeration Plant (under 1000 Ton)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Automatic Subgrader (ditches & Trimmers)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Backfillers (cleveland & Similar)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Backhoe & Hoe Ram (under 3/4 Yd.)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Backhoe (45,000 Gw & Under)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Backhoe (45,000 Gw To 110,000 Gw)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators- Underground Sewer & Water	Backhoe (over 110,000 Gw)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	Power Equipment Operators-Underground Sewer & Water	Backhoes & Hoe Ram (3 Yds & Over)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Bagley Or Stationary Scraper	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Batch Plant (over 4 Units)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Belt Finishing Machine	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Belt Loader (kocal Or Similar)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Belt-crete Conveyors With Power Pack Or Similar	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Bending Machine	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Bit Grinders	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Blade Operator (motor Patrol & Attachments)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Blower Operator (cement)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Boat Operator	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Bob Cat (skid Steer)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Bolt Threading Machine	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Boom Cats (side)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Boring Machine (earth)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Bump Cutter (wayne, Saginaw Or Similar)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Cableway Controller (dispatcher)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Cableway Operators	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Canal Lining Machine (concrete)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	Power Equipment Operators-Underground Sewer & Water	Carrydeck & Boom Truck (under 25 Tons)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Cement Hog	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Clamshell, Dragline	\$45.16	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Compactor (self-propelled With Blade)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Cleaning / Decontamination Machine Operator	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Pump Boon Truck	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Saw (multiple Cut)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Slip Form Paver	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Conveyor Aggregate Delivery Systems (c.a.d.)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Cranes (85 Tons & Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$45.16	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Crusher Feeder	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Crusher, Grizzle & Screening Plant Operator	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Curb Extruder (asphalt Or Concrete)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	Power Equipment Operators-Underground Sewer & Water	Deck Engineer	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Deck Hand	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Derricks & Stifflegs (65 Tons & Over)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Derricks & Stifflegs (under 65 Tons)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Distributor Leverman	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Ditch Witch Or Similar	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Dope Pots (power Agitated	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Dozer / Tractors (d-6 & Equivalent & Over)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Dozer, 834 R/t & Similar	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Drill Doctor	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Driller Licensed	\$45.16	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Drillers Helper	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Drills (churn, Core, Calyx Or Diamond)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Elevating Belt (holland Type)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Elevator Hoisting Materials	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Equipment Serviceman, Greaser & Oiler	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Fireman & Heater Tender	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Generator Plant Engineers (diesel Or Electric)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Gin Trucks (pipeline)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton		Grade Checker	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>

	Power Equipment Operators-Underground Sewer & Water					
Benton	Power Equipment Operators-Underground Sewer & Water	Guniting Combination Mixer & Compressor	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	H.d. Mechanic	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	H.d. Welder	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Heavy Equipment Robotics Operator	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Helicopter Pilot	\$45.16	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Helper, Mechanic Or Welder, H.D	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Hoe Ram	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Hoist (2 Or More Drums Or Tower Hoist)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Hoist, Single Drum	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Hydro-seeder, Mulcher, Nozzelman	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Lime Batch Tank Operator (recycle Train)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Lime Brain Operator (recycle Train)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (bucket Elevators And Conveyors)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead And Front-end, 10 Yds. & Over)	\$45.16	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Locomotive Engineer	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Longitudinal Float	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Master Environmental Maintenance Technician	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Mixer (portable - Concrete)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Mixermobile	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>

Benton	Power Equipment Operators-Underground Sewer & Water	Mobile Crusher Operator (recycle Train)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Mucking Machine	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Multiple Dozer Units With Single Blade	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker, Hydra-hammer & Similar	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Paving (dual Drum)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Paving Machine (asphalt And Concrete)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Piledriving Engineers	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Plant Oiler	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Posthole Auger Or Punch	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Power Broom	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Pump (grout Or Jet)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Pumpman	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Quad-track Or Similar Equipment	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Ballast Regulation Operator (self-propelled)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Power Tamper Operator (self-propelled)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Tamper Jack Operator (self-propelled)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Track Liner Operator (self-propelled)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Refrigeration Plant Engineer (1000 Tons & Over)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Refrigeration Plant Engineer (under 1000 Ton)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Rollerman (finishing Asphalt Pavement)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Roto Mill (pavement Grinder)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Rotomill Groundsman	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton			\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>

	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)				
Benton	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Skidders (r/t With Or Without Attachments)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Scrapers, All, Rubber-tired	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Screed Operator	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Shovels (3 Yds. & Over)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Shovels (under 3 Yds.)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$43.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Soil Stabilizer (p & H Or Similar)	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Spray Curing Machine (concrete)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Spreader Box (self-propelled)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Spreader Machine	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Steam Cleaner	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Straddle Buggy (ross & Similar On Construction Job Only)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Surface Heater & Planer Machine	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Traverse Finish Machine	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Trenching Machines (7 Ft. Depth & Over)	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Trenching Machines (under / Ft. Depth Capacity)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Tug Boat Operator	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Tugger Operator	\$42.58	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Turnhead (with Re-screening)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Turnhead Operator	\$43.19	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Vactor Guzzler, Super Sucker	\$43.79	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton			\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>

	Power Equipment Operators-Underground Sewer & Water	Vacuum Blasting Machine Operator				
Benton	Power Equipment Operators-Underground Sewer & Water	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	\$43.35	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Welding Machine	\$42.26	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Equipment Operators-Underground Sewer & Water	Whirleys & Hammerheads, All	\$44.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Benton	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$50.02	<u>5A</u>	<u>4A</u>	
Benton	Power Line Clearance Tree Trimmers	Spray Person	\$47.43	<u>5A</u>	<u>4A</u>	
Benton	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$50.02	<u>5A</u>	<u>4A</u>	
Benton	Power Line Clearance Tree Trimmers	Tree Trimmer	\$44.64	<u>5A</u>	<u>4A</u>	
Benton	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$33.67	<u>5A</u>	<u>4A</u>	
Benton	Refrigeration & Air Conditioning Mechanics	Journey Level	\$31.16		<u>1</u>	
Benton	Residential Brick Mason	Journey Level	\$47.64	<u>5A</u>	<u>1M</u>	
Benton	Residential Carpenters	Journey Level	\$20.00		<u>1</u>	
Benton	Residential Cement Masons	Journey Level	\$42.00	<u>7B</u>	<u>1N</u>	
Benton	Residential Drywall Applicators	Journey Level	\$18.16		<u>1</u>	
Benton	Residential Drywall Tapers	Journey Level	\$17.00		<u>1</u>	
Benton	Residential Electricians	Journey Level	\$29.14	<u>5A</u>	<u>1E</u>	
Benton	Residential Glaziers	Journey Level	\$13.25		<u>1</u>	
Benton	Residential Insulation Applicators	Journey Level	\$15.87		<u>1</u>	
Benton	Residential Laborers	Journey Level	\$20.00		<u>1</u>	
Benton	Residential Marble Setters	Journey Level	\$47.64	<u>5A</u>	<u>1M</u>	
Benton	Residential Painters	Journey Level	\$17.47		<u>1</u>	
Benton	Residential Plumbers & Pipefitters	Journey Level	\$25.05		<u>1</u>	
Benton	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$11.50		<u>1</u>	
Benton	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$42.52	<u>5A</u>	<u>1X</u>	
Benton	Residential Soft Floor Layers	Journey Level	\$23.11	<u>5A</u>	<u>1N</u>	
Benton	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$11.50		<u>1</u>	
Benton	Residential Stone Masons	Journey Level	\$47.64	<u>5A</u>	<u>1M</u>	
Benton	Residential Terrazzo Workers	Journey Level	\$11.50		<u>1</u>	
Benton	Residential Terrazzo/Tile Finishers	Journey Level	\$11.50		<u>1</u>	
Benton	Residential Tile Setters	Journey Level	\$18.45		<u>1</u>	
Benton	Roofers	Journey Level	\$20.85		<u>1</u>	
Benton	Sheet Metal Workers	Journey Level (Field or Shop)	\$57.81	<u>5A</u>	<u>1X</u>	

Benton	Sign Makers & Installers (Electrical)	Journey Level	\$14.65		<u>1</u>	
Benton	Sign Makers & Installers (Non-Electrical)	Journey Level	\$14.65		<u>1</u>	
Benton	Soft Floor Layers	Journey Level	\$45.47	<u>7E</u>	<u>4F</u>	
Benton	Solar Controls For Windows	Journey Level	\$11.50		<u>1</u>	
Benton	Sprinkler Fitters (Fire Protection)	Journey Level	\$53.00	<u>7J</u>	<u>1R</u>	
Benton	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		<u>1</u>	
Benton	Stone Masons	Journey Level	\$47.64	<u>5A</u>	<u>1M</u>	
Benton	Street And Parking Lot Sweeper Workers	Journey Level	\$14.00		<u>1</u>	
Benton	Surveyors	All Classifications	\$24.27	<u>0</u>	<u>1</u>	
Benton	Telecommunication Technicians	Journey Level	\$17.39		<u>1</u>	
Benton	Telephone Line Construction - Outside	Cable Splicer	\$40.52	<u>5A</u>	<u>2B</u>	
Benton	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$22.78	<u>5A</u>	<u>2B</u>	
Benton	Telephone Line Construction - Outside	Installer (Repairer)	\$38.87	<u>5A</u>	<u>2B</u>	
Benton	Telephone Line Construction - Outside	Special Aparatus Installer I	\$40.52	<u>5A</u>	<u>2B</u>	
Benton	Telephone Line Construction - Outside	Special Apparatus Installer II	\$39.73	<u>5A</u>	<u>2B</u>	
Benton	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$40.52	<u>5A</u>	<u>2B</u>	
Benton	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$37.74	<u>5A</u>	<u>2B</u>	
Benton	Telephone Line Construction - Outside	Telephone Lineperson	\$37.74	<u>5A</u>	<u>2B</u>	
Benton	Telephone Line Construction - Outside	Television Groundperson	\$21.60	<u>5A</u>	<u>2B</u>	
Benton	Telephone Line Construction - Outside	Television Lineperson/Installer	\$28.68	<u>5A</u>	<u>2B</u>	
Benton	Telephone Line Construction - Outside	Television System Technician	\$34.10	<u>5A</u>	<u>2B</u>	
Benton	Telephone Line Construction - Outside	Television Technician	\$30.69	<u>5A</u>	<u>2B</u>	
Benton	Telephone Line Construction - Outside	Tree Trimmer	\$37.74	<u>5A</u>	<u>2B</u>	
Benton	Terrazzo Workers	Journey Level	\$40.90	<u>5A</u>	<u>1M</u>	
Benton	Tile Setters	Journey Level	\$19.67		<u>1</u>	
Benton	Tile, Marble & Terrazzo Finishers	Journey Level	\$33.33	<u>5A</u>	<u>1M</u>	
Benton	Traffic Control Stripers	Journey Level	\$45.43	<u>7A</u>	<u>1K</u>	
Benton	Truck Drivers	Asphalt Mix Over 20 Yards (E. WA-690)	\$44.45	<u>5D</u>	<u>1V</u>	<u>8M</u>
Benton	Truck Drivers		\$44.45	<u>5D</u>	<u>1V</u>	<u>8M</u>

		Asphalt Mix To 20 Yards (E. WA - 690)				
Benton	Truck Drivers	Dump Truck & Trailer (E.WA-690)	\$44.45	<u>5D</u>	<u>1V</u>	<u>8M</u>
Benton	Truck Drivers	Dump Truck (E.WA-690)	\$44.45	<u>5D</u>	<u>1V</u>	<u>8M</u>
Benton	Truck Drivers	Other Trucks (E.WA-690)	\$44.34	<u>5D</u>	<u>1V</u>	<u>8M</u>
Benton	Truck Drivers	Transit Mixer	\$33.90		<u>1</u>	
Benton	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$11.50		<u>1</u>	
Benton	Well Drillers & Irrigation Pump Installers	Oiler	\$11.50		<u>1</u>	
Benton	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>	

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: FC 03/24/2020 BC 04/07/2020			
SUBJECT: Personal Services Contract Amendment No. 1 with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions			
Prepared By:	Rosa Garcia		
Reviewed By:	Darryl Banks		

BACKGROUND INFORMATION

Benton-Franklin Counties Juvenile Justice Center has contracted with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions to provide urinalysis supplies and testing for the Benton-Franklin Counties Juvenile Justice Center for juveniles under the jurisdiction of the Court. Benton-Franklin Counties Juvenile Justice Center has a need to amend Exhibit A, Lab Testing - Urine rates to include 6 Drug Panel, Individual Direct Confirmations/Reconfirmations drug testing, plus add Lab Testing - Oral Fluid services.

SUMMARY

The parties agree to Personal Service Contract Amendment No. 1 between Benton-Franklin Counties Juvenile Justice Center and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions and amend Section 1 ("Contract Documents"), Section 3 ("Services Provided") and Section 5 ("Compensation") of the contract to amend Exhibit A, Lab Testing - Urine rates and add Lab Testing - Oral Fluid rates for services to be provided.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Service Contract Amendment No. 1 between Regional Toxicology Services, LLC d/b/a Cordant Health Solutions, and Benton-Franklin Counties Juvenile Justice Center.

COORDINATION

Coordination of the Contract occurred as follows: Rosa Garcia, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the contract as to form; Amanda Gibbs, Regional Toxicology Services, LLC d/b/a Cordant Health Solutions, and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

Amount not to exceed \$15,000.00. No Supplemental required.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Contract between the Benton-Franklin Counties Juvenile Justice Center and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions.

HANDLING/ROUTING

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Rosa Garcia to disperse.

I certify the above information is accurate and complete.

Rosa Garcia

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON;

IN THE MATTER OF PERSONAL SERVICES CONTRACT AMENDMENT NO. 1 WITH REGIONAL
TOXICOLOGY SERVICES, LLC D/B/A CORDANT HEALTH SOLUTIONS TO PROVIDE URINALYSIS
TESTING FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER FOR JUVENILES
UNDER JURISDICTION OF THE COURT.

WHEREAS, Benton Franklin Counties Juvenile Justice Center currently contracts with Regional Toxicology
Services, LLC d/b/a Cordant Health Solutions; and

WHEREAS, Regional Toxicology Services, LLC d/b/a Cordant Health Solutions provides urinalysis testing for
juveniles under the jurisdiction of the Court; and

WHEREAS, the purpose of the Personal Service Contract Amendment No. 1 is to amend Section 1 ("Contract
Documents"), Section 3 ("Services Provided") and Section 5 ("Compensation") of the contract to amend Exhibit
A, Lab Testing - Urine rates and add Lab Testing - Oral Fluid rates for services to be provided; **NOW,**
THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the
Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Juvenile
Justice Administrator's recommendation of Personal Services Contract Amendment No. 1 between Benton-
Franklin Counties Juvenile Justice Center and Regional Toxicology Services, LLC d/b/a Cordant Health
Solutions; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Personal Service Contract
Amendment No. 1; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences immediately upon execution by
the Counties and expires on December 31, 2021.

DATED this ____ day of _____ 2020
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2020
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner
Hon. Alexander C. Ekstrom
Hon. Jacqueline Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DARRYL BANKS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

JACQUELINE I. STAM
PAMELA E. PETERSON
DARIN R. CAMPBELL
Court Commissioners

PERSONAL SERVICES CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions, with its principal offices located at 1760 East Route 66, Suite 1, Flagstaff, AZ 86006 (hereinafter referred to as "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein and in the parties' Contract, numbered as Benton County Resolution No. 2020 024 and executed on January 7, 2020 and Franklin County Resolution No. 2019 369 and executed on December 10, 2019, the parties agree to amend the Contract as follows:

1. **Section 1 - CONTRACT DOCUMENTS**, will be amended in its entirety to read:

This Contract consists of these Terms and Conditions and the following documents:

a. **Amended Exhibit A – Benton-Franklin Counties Scope of Services and Pricing Schedule**

2. **Section 3(a) - SERVICES PROVIDED**, will be amended to read:

a. The CONTRACTOR shall provide urinalysis testing to juvenile required to provide urinalysis. A detailed description of the services to be performed and supplies provided by the CONTRACTOR is set forth in **Amended Exhibit A**, "Benton-Franklin County Pricing Schedule", which is attached hereto and incorporated herein by reference.

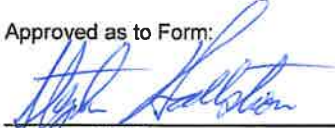
3. **Section 5(a) and (d) – COMPENSATION**, will be amended to read:

a. For the services performed under this Contract, the CONTRACTOR shall be paid in accordance to **Amended Exhibit A**. A detailed description of the compensation to be paid by the COUNTIES is set forth in **Amended Exhibit A**, which is attached hereto and incorporated herein by reference.

- d. The CONTRACTOR may, in accordance with **Amended Exhibit A**, submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

Except as expressly provided in this Contract Amendment No. 1, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment No. 1 shall be effective upon execution by the parties.

Regional Toxicology Services, LLC d/b/a Cordant Health Services	Benton-Franklin Counties Juvenile Justice Center
 Amanda Gibbs, Vice President	 Darryl Banks, Administrator
Date: 2/28/2020	Date: 3/12/2020
BENTON COUNTY APPROVAL Approved as to Form:  Stephen Hallstrom, Deputy Prosecuting Attorney	FRANKLIN COUNTY APPROVAL Approved as to Form: _____ Deputy Prosecuting Attorney
Date: 03/10/20	Date: _____
By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u>	By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u>
Date: _____	Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____



Health Solutions™

Amended Exhibit A

Benton-Franklin Counties Juvenile Justice Center
5606 W. Canal Place, Ste. 106
Kennewick, WA 99336

Tacoma Laboratory

Contact: Troy Grall Phone: 509-737-2779 E-Mail: troy.grall@co.benton.wa.us Fax: 509-736-2718

SCOPE OF SERVICES & PRICING SCHEDULE

PRICING ASSUMPTIONS: Actual volume and positivity rates will be evaluated after 60-90 days and price may be adjusted accordingly.

Volume per month: 40 samples

FedEx Pickup Frequency: 1 location, on call

Positivity Rate: 15%

Lab Testing – Urine

URINE: LAB SCREEN PLUS AUTOMATIC CONFIRMATION* - Automatic confirmations will be conducted on ALL positive drugs at NO additional charge.

Check Desired Panels (note: only selected panels will be setup on account)	DESCRIPTION	PRICE PER TEST
☐	5 Drug Panel: Amphetamine/Methamphetamine, Benzodiazepines, Cocaine, Opiates, THC/Cannabinoids.	\$8.50
☐	6 Drug Panel: Amphetamine/Methamphetamine, Benzodiazepines, Cocaine, Opiates, THC/Cannabinoids, Fentanyl .	\$9.00
☐	Individual Direct Confirmations/Reconfirmations: Amp/Meth, Benzodiazepines, Cocaine, Opiates, THC, Fentanyl	\$15.80/per drug
☐	EtG/EtS Add-On	\$5.00

Lab Testing: Oral Fluid

Oral Fluid: LAB SCREEN PLUS AUTOMATIC CONFIRMATION* - Automatic confirmations will be conducted on ALL positive drugs at NO additional charge. *Oral fluid pricing includes the Quantisal collection device.*

Check Desired Panels (note: only selected panels will be setup on account)	DESCRIPTION (Please circle desired drugs)	PRICE PER TEST
☐	5 Drug Panel – Amphetamines/Methamphetamines, Benzodiazepines, Cocaine, Opiates, THC/Cannabinoids	\$15.00

Additional Services

COURT REPRESENTATION AND TESTIMONY

DESCRIPTION	FEES
In-person (includes travel, a daily meal per-diem and hotel costs not to exceed the County and state rates, and any other related travel cost)	\$700/day + travel
Telephonic	No Charge
Skype or video-conferencing	No Charge
Litigation Packet	\$75.00

Cordant SENTRY™

EVIDENCE BASED SUBSTANCE ABUSE MANAGEMENT PROGRAM

Web-based randomization
Local telephone line for clients to call into daily
Call log reports date, time, phone # and caller ID
Electronic chain of custody
Real-time test results
Non-compliance alerts and reports
Full customization and on-going support of SENTRY and all features

****IMPORTANT NOTE:*** A screened positive result is considered presumptive. A small percentage of screen only positive results will not confirm by an alternative method. Therefore, for the protection of all involved parties, no punitive action should take place without the donor being afforded the opportunity to have positive screen result(s) confirmed by GC/MS, GC, or LC/MS/MS.

SERVICES/SUPPLIES INCLUDED

GC/MS & LC/MS/MS Confirmation:

Cordant utilizes GC/MS (Gas Chromatography / Mass Spectrometry) and LC/MS/MS (Liquid Chromatography double Mass Spectrometry) as our confirmation methods providing the most definitive and accurate results.

Quantitation:

Included on all GC/MS & LC/MS/MS confirmed positives unless otherwise specified.

Adulterant Test:

Cordant offers a full adulterant test: pH, Oxidants, Specific Gravity and Uric Acid, as requested, at additional charge. Creatinine is automatically run on every urine specimen to ensure validity of the sample.

Specimen storage in Tacoma:

Negative specimens are held for 7 days.

Positive specimens are held for 60 days.

Provided Specimen Collection & Transport Supplies:

- Specimen Container with Temperature Strip
- Specimen Security Bag
- Courier Bag, FedEx Supplies, or USPS Mailers

Specimen Transport: FedEx or Courier (select locations) pick-ups Monday through Friday with next day delivery to Cordant Health Solutions * *A FedEx surcharge may apply when shipping less than 5 samples per bag or fewer pickup days can be chosen to help reduce your price.*

ELECTRONIC TEST RESULTS:

Secure Online web portal through our standard web results portal or SENTRY. Results can also be delivered via fax, web, or e-mail. We provide results within a 24-48 hour turn-around time (not including weekends and holidays). We pride ourselves on providing quality test results within the fastest turn-around times in the industry.

Confirmed positive test results for common substances are typically provided within 48-72 hours after receipt of specimens by the laboratory. Negative screen results are reported within twenty-four to forty-eight (24-48) hours of receipt by the laboratory. On average, Cordant Health Solutions Laboratory delivers over 40% of confirmed positive results on common substances on the same day as receipt of specimen, with the balance reported the following day. Results are noted individually as positive or negative.

TURNAROUND TIME (TAT):

Upon receipt at laboratory:

Urine

- ♦ *Negative results are reported within 24 hours – 48 hours.*
- ♦ *Positives are reported within 48 – 72 hours.*

Oral Fluid

- ♦ *Negative results reported within 24 - 48 hours.*
- ♦ *Positive results available within 48 - 72 hours.*

Hair Testing (sent to Cordant – New York)

- ♦ *Negative results reported within 3-5 business days.*
- ♦ *Confirmed positive results reported within 5-7 business days.*

BILLING: Cordant Health Solutions monthly invoicing for direct bill customers can be invoiced net 15 Days or Net 30 Days. You will be invoiced at Net 30 unless otherwise specified.

****This service agreement must be signed within 90 days of delivery or it can be void and a new service agreement will be created.**

TERMS AND CONDITIONS

The prices listed in this schedule will remain in effect for one (1) year from the execution of this pricing schedule, subject to revision based on changes to pricing assumptions as set forth above. After the initial one (1) year period, upon thirty (30) days' written notice, Cordant retains the right to make adjustments, including price adjustments (due to cost changes) and change in methodology (due to advances in technology).

The customer, Benton-Franklin Counties Juvenile Justice Center, agrees to remit payment to Cordant, following receipt of invoice, per the payment terms shown. At Cordant's discretion, services may be terminated for late and/or non-payment. With respect to all payments received more than fifteen (15) days after the Payment Due Date, a late charge of one- and one-half percent (1.5%) per month or the maximum permissible amount permitted under the law, may be charged at Cordant's sole discretion on payments due to Cordant from the Payment Due Date until the date the payment is received by Cordant.

Laboratory Services shall only be rendered by Laboratory with a valid order, on Cordant's electronic or hard-copy requisition form, entered by a person authorized under applicable law to order the requested laboratory testing. Under no circumstances shall Cordant's liability to Client for any loss related to the provision of laboratory services pursuant to this pricing schedule exceed the value of payments made to Cordant by Client for such services. Nothing in this Agreement shall require Client to refer laboratory tests to Cordant. Cordant may, at its sole discretion, terminate the provision of laboratory services to client upon fifteen (15) days' notice for nonpayment or violation of the Terms and Conditions.

On behalf of the organization listed below, I hereby understand and agree to the above services and terms.

5606 W. Canal Pl, Ste 106, Kennewick WA 99336
Client Name & Address

Print Name

Title

See contract signature page
Signature

Date

Cordant Representative

Cordant Representative (Print Name)

Signature

Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Next Date Available	
Subject:	Juvenile Criminal Panel Contract Amendment	
Presenter:		
Prepared By:	Eric Hsu	
Reviewed By:	Jerrod MacPherson	
Type of Agenda Item:	Type of Action Needed:	
☒ Consent Agenda	☐ Discussion Only (1 st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

Benton County contracts with a number of attorneys to provide public defense services in Benton County Juvenile Court on criminal cases ("Criminal Panel"). Benton County also contracts with a separate group of attorneys to provide limited services to children who are subject to dependency or termination of parental rights proceedings ("Civil Panel"). From time to time, it is necessary to appoint juvenile criminal matters to members of the Civil Panel due to caseload overflow or conflict of interest circumstances. Increasingly, these cases are Class A felony cases, the most serious and complex felonies. It is becoming an increasing burden on the Civil Panel attorneys and it appears to be only fair that they are paid extra compensation (as Criminal Panel attorneys are) for their appointment on these Class A felony cases. The proposed contract amendments provide for Civil Panel attorneys to receive the same Class A felony premiums as is paid to Criminal Panel attorneys (\$850). Contract amendments with the following Civil Panel attorneys are presented for amendment:

- Diana Anderson
- Jennifer Azure

Fiscal Impact

Amount: None beyond budgeted.
Fund: 0000101.136

Recommendation

Execute Contract amendment as proposed.

Suggested Motion

Approve resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE JUVENILE COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY DIANA ANDERSON TO PROVIDE FOR ADDITIONAL COMPENSATION FOR APPOINTMENTS TO CONFLICT CLASS A FELONY CASES

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Juvenile Court for criminal cases ("Cases"); and

WHEREAS, from time to time, the group of attorneys who are regularly contracted to provide public defense services on Cases are unable to take a case due to conflict of interest or caseload overload reasons; and

WHEREAS, in such instances, it is necessary to appoint such cases, including Class A felony cases, to attorneys who hold a children's representation public defense contract ("Civil Contractors") which includes attorney Diana Anderson; and

WHEREAS, in light of the length and complication of such Class A felony cases, it is appropriate to provide for Civil Contractors to receive compensation for such appointments, commensurate with the premium that private attorneys under contract to provide public defense services in Juvenile Court receive when they are appointed a Class A felony case (such premium being in the amount of \$850 per case); **NOW, THEREFORE**

BE IT RESOLVED that the Juvenile Court public defense contract with attorney Diana Anderson, previously executed by and through Resolution 2018-451, is hereby amended to provide for additional compensation whenever attorney Anderson is appointed a Class A felony matter, with such additional compensation to be in the amount of \$850, with such amendment to take effect immediately and shall expire 12/31/21.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

AMENDED
**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
LEGAL REPRESENTATION TO JUVENILES IN
BENTON COUNTY JUVENILE COURT
(DEPENDENCY CASELOAD)**

CONTRACT SUMMARY			
Contract Type	Juvenile – Dependency		
Contract Number	BCJUV1921DLA001	Contract Holder	Diana L. Anderson
WSBA #	18297	Effective Dates	1/1/19 – 12/31/21
Caseload Cap	30	Compensation	2019 - \$3,033.34 2020 - \$3,094.01 2021 - \$3,155.89

THIS AGREEMENT, previously entered into by and between **Diana L. Anderson**, attorney at law, Washington State Bar Association # **18297** ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivisions ("County"), for and on behalf of the Benton-Franklin County Superior Court, by and through 2018-451

IS HEREBY AMENDED AS FOLLOWS:

12. **MONTHLY COMPENSATION.**

A new section "g" shall be added as follows:

g. For each Class A felony criminal case, filed in Benton County Juvenile Court, that is assigned to Attorney, Attorney shall receive additional compensation in the amount of \$850.

This amendment shall take effect on the date it is fully executed. However, Attorney shall be entitled to claim the additional compensation for Class A felony cases, as specified in section 12g. for each case that is open and active on Attorney's caseload at the time of full execution, even if the case was appointed to Attorney on a date prior the date of such full execution.

All remaining provisions in the underlying agreement shall remain in full effect.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

Attorney		Benton County Office Of Public Defense	
<i>Diana L. Anderson</i>	<i>1/27/20</i>	<i>Caleb D'Pesa</i>	<i>3/17/2020</i>
Diana L. Anderson	Date	~~Eric Hsu~~ <i>CALEB D'Pesa</i>	Date <i>3/17/2020</i>
BENTON COUNTY APPROVAL			
By: _____			
Name: _____			
Title: <u>Chairman, Board of Commissioners</u>			
Date: _____			
Attest:			
Clerk of the Board: _____			

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Next Date Available
Subject:	Juvenile Criminal Panel Contract Amendment
Presenter:	
Prepared By:	Eric Hsu
Reviewed By:	Jerrod MacPherson

Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance

Summary / Background Information

Benton County contracts with a number of attorneys to provide public defense services in Benton County Juvenile Court on criminal cases ("Criminal Panel"). Benton County also contracts with a separate group of attorneys to provide limited services to children who are subject to dependency or termination of parental rights proceedings ("Civil Panel"). From time to time, it is necessary to appoint juvenile criminal matters to members of the Civil Panel due to caseload overflow or conflict of interest circumstances. Increasingly, these cases are Class A felony cases, the most serious and complex felonies. It is becoming an increasing burden on the Civil Panel attorneys and it appears to be only fair that they are paid extra compensation (as Criminal Panel attorneys are) for their appointment on these Class A felony cases. The proposed contract amendments provide for Civil Panel attorneys to receive the same Class A felony premiums as is paid to Criminal Panel attorneys (\$850). Contract amendments with the following Civil Panel attorneys are presented for amendment:

- Diana Anderson
- Jennifer Azure

Fiscal Impact

Amount: None beyond budgeted.

Fund: 0000101.136

Recommendation

Execute Contract amendment as proposed.

Suggested Motion

Approve resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE JUVENILE COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY JENNIFER AZURE TO PROVIDE FOR ADDITIONAL COMPENSATION FOR APPOINTMENTS TO CONFLICT CLASS A FELONY CASES

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Juvenile Court for criminal cases ("Cases"); and

WHEREAS, from time to time, the group of attorneys who are regularly contracted to provide public defense services on Cases are unable to take a case due to conflict of interest or caseload overload reasons; and

WHEREAS, in such instances, it is necessary to appoint such cases, including Class A felony cases, to attorneys who hold a children's representation public defense contract ("Civil Contractors") which includes attorney Jennifer Azure; and

WHEREAS, in light of the length and complication of such Class A felony cases, it is appropriate to provide for Civil Contractors to receive compensation for such appointments, commensurate with the premium that private attorneys under contract to provide public defense services in Juvenile Court receive when they are appointed a Class A felony case (such premium being in the amount of \$850 per case); **NOW, THEREFORE**

BE IT RESOLVED that the Juvenile Court public defense contract with attorney Jennifer Azure, previously executed by and through Resolution 2018-454, is hereby amended to provide for additional compensation whenever attorney Azure is appointed a Class A felony matter, with such additional compensation to be in the amount of \$850, with such amendment to take effect immediately and shall expire 12/31/21.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

AMENDED
**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
LEGAL REPRESENTATION TO JUVENILES IN
BENTON COUNTY JUVENILE COURT
(DEPENDENCY CASELOAD)**

CONTRACT SUMMARY			
Contract Type	Juvenile – Dependency		
Contract Number	BCJUV1921JMA001	Contract Holder	Jennifer M. Azure
WSBA #	30494	Effective Dates	1/1/19 – 12/31/21
Caseload Cap	30	Compensation	2019 - \$3,033.34 2020 - \$3,094.01 2021 - \$3,155.89

THIS AGREEMENT, previously entered into by and between **Jennifer M. Azure**, attorney at law, Washington State Bar Association # **30494** ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivisions ("County"), for and on behalf of the Benton-Franklin County Superior Court by and through Resolution 2018-454

IS HEREBY AMENDED AS FOLLOWS:

12. **MONTHLY COMPENSATION.**

A new section "g" shall be added as follows:

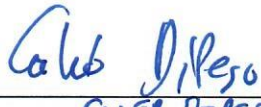
g. For each Class A felony criminal case, filed in Benton County Juvenile Court, that is assigned to Attorney, Attorney shall receive additional compensation in the amount of \$850.

This amendment shall take effect on the date it is fully executed. However, Attorney shall be entitled to claim the additional compensation for Class A felony cases, as specified in section 12g. for each case that is open and active on Attorney's caseload at the time of full execution, even if the case was appointed to Attorney on a date prior the date of such full execution.

All remaining provisions in the underlying agreement shall remain in full effect.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

Attorney	Benton County Office Of Public Defense
 Jennifer M. Azure	 Eric Hsu
3/18/20	3/24/2020
Date	Acting Public Defense Mgr. Date
BENTON COUNTY APPROVAL	
By: _____	
Name: _____	
Title: <u>Chairman, Board of Commissioners</u>	
Date: _____	
Attest:	
Clerk of the Board: _____	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Next Available Date
Subject:	Revise previous resolution approving professional services agreement
Presenter:	
Prepared By:	Eric Hsu
Reviewed By:	Jerrold MacPherson
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance

Summary / Background Information

Resolution 2020-204 was previously adopted, approving a professional services agreement with attorney Heather Villani to provide Superior Court contract coverage during a period of time when a staff attorney has been on scheduled leave. Resolution 2020-204 incorrectly stated the contract duration as March 1 – May 30, 2020, when it should have been February 1, 2020 – June 30, 2020. This proposed Resolution amends Resolution 2020-204 to correct this typographical error.

Fiscal Impact

Amount: None beyond budgeted.

Fund: 0000101.136

Recommendation

Pass resolution as proposed.

Suggested Motion

Move to approve the presented resolution that revises previously adopted Resolution 2020-204 by correcting the approved effective dates of the professional services agreement with attorney Heather Villani.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING RESOLUTION 2020-204, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY HEATHER VILLANI TO PROVIDE TEMPORARY PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO COVER FOR AN OPD STAFF TRIAL ATTORNEY WHO WILL BE AWAY ON LEAVE, REVISING THE STATED AND APPROVED EFFECTIVE DATES FOR THE AGREEMENT

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court for criminal cases ("Cases"); and

WHEREAS, Benton County OPD provides such coverage for Cases by way of contracts with private attorneys and staff trial attorneys; and

WHEREAS, one of OPD's Superior Court staff trial attorneys will be on pre-arranged leave for the months of March 1 – May 30, 2020 and therefore temporary coverage for that docket must be arranged; and

WHEREAS, attorney Heather Villani ("Attorney") is qualified to, and has agreed to, provide the necessary temporary coverage; and

WHEREAS, previously executed Resolution 2020-204 approved a professional services agreement with Attorney but, due to a typographical error the stated effective dates were incorrectly stated as they should have been February 1, 2020 – June 30, 2020 (as provided in the agreement); **NOW, THEREFORE**

BE IT RESOLVED that Resolution 2020-204 is hereby amended to revise the approved effective dates of the professional services agreement with attorney Heather Villani to start February 1, 2020 and expire June 30, 2020 with all other provisions remaining in effect.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

RESOLUTION 2020 204

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY HEATHER VILLANI TO PROVIDE TEMPORARY PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO COVER FOR AN OPD STAFF TRIAL ATTORNEY WHO WILL BE AWAY ON LEAVE

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court for criminal cases ("Cases"); and

WHEREAS, Benton County OPD provides such coverage for Cases by way of contracts with private attorneys and staff trial attorneys; and

WHEREAS, one of OPD's Superior Court staff trial attorneys will be on pre-arranged leave for the months of March 1 – May 30, 2020 and therefore temporary coverage for that docket must be arranged; and

WHEREAS, attorney Heather Villani ("Attorney") is qualified to, and has agreed to, provide the necessary temporary coverage; and

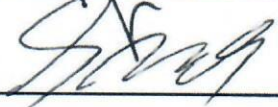
WHEREAS, the proposed professional services agreement provides for Attorney to provide such coverage, on the same financial and other terms as with other attorney with contracts to provide public defense services in Benton County Superior Court; **NOW, THEREFORE**

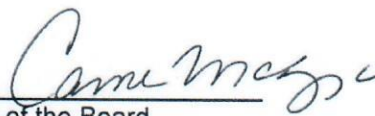
BE IT RESOLVED that the professional services agreement with attorney Heather Villani, whereby she will provide temporary public defense services in Benton County Superior Court for March 1 – May 30, 2020 for compensation not to exceed \$680 per case, plus additional case premiums, expenses, and reimbursements, as provided in the agreement, be executed as proposed.

Dated this 10 day of March 20 20


Chairman of the Board


Member


Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: 
Clerk of the Board

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

BCSC2020HRV001L

CONTRACT SUMMARY			
Contract Type	Temporary Only		
Contract Number	BCSC2020HRV001L	Contract Holder	
WSBA #	44973	Effective Dates	Feb 1, 2020 – June 30, 2020
Caseload Cap	40	Compensation	\$680 per case
Assigned Court	Superior Court	Compensation Structure	☒ By the case ☐ Monthly ☐ Hourly

THIS AGREEMENT is entered into by and between **Heather Villani**, attorney at law, Washington State Bar Association #44973 ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **February 1, 2020**, and shall continue thereafter through and including **June 30, 2020**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, depending on County's staffing needs, County may elect to utilize any legally appropriate means (including, but not limited to, a Request for Qualifications) to select contract awardees. Thereupon, depending on factors including, but not limited to, County's staffing needs, number of qualified applicants, and Attorney's performance during the term of this Agreement, County may choose to re-award a contract Attorney, to other attorneys, or to no-one, at its sole and exclusive discretion.

- 2. **ATTORNEY'S OFFICE LOCATION.**

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 126.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds
shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of April, _____, 2020

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor

C. McKenzie

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
576-800	1538	Park Caretaker	\$1,000	576-800	2105	Uniforms	\$1,000
TOTAL			\$1,000	TOTAL			\$1,000

Explanation:

Transfer needed to pay for new shirts, jackets and coveralls for new Parks employee.

Prepared by:

Date:

Approved ☐

Denied ☐

Date: 4/14/2020

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Next available meeting	
Subject:	Awarding the furnishing of sign materials to Newman Signs	
Presenter:		
Prepared By:	slc	
Reviewed By:	D. D'Hondt	
Type of Agenda Item:	Type of Action Needed:	
☒ Consent Agenda	☐ Discussion Only (1 st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

The materials for making traffic signs are a consumable material and need to be replaced periodically. Bids for furnishing sign materials were solicited through the Small Works Roster process; and received and opened on March 26, 2020. Five bids were received in the amounts below and are as set forth on the attached tabulation.

NEWMAN SIGNS (604-085-072) Jamestown, North Dakota	\$14,695.61 plus WSST
TRAFFIC SAFETY SUPPLY COMPANY. (None) Portland, Oregon	\$16,533.94 plus WSST
NATIONAL BARRICADE & SIGN CO. (601-481-955) Spokane Valley, Washington	\$16,856.52 plus WSST
INTERMOUNTAIN SIGN & SAFETY, INC. (603-149-033) Rathdrum, Idaho	\$20,345.28 plus WSST
ZUMAR INDUSTRIES (600-164-863). Tacoma, Washington	\$22,715.40 plus WSST

The County Engineer recommends award of the business of furnishing sign materials to Newman Signs.

Fiscal Impact

Amount: \$14,695.61 plus WSST

Fund: Road Fund

Recommendation

The business of furnishing Benton County with Sign Materials for 2020 be awarded to Newman Signs, Jamestown, North Dakota, in the amount of \$14,695.61 plus Washington State Sales Tax.

Suggested Motion

Pass as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING SIGN MATERIALS FOR 2020 FROM NEWMAN SIGNS, JAMESTOWN, ND

WHEREAS, the materials for making traffic signs are a consumable material and need to be replaced periodically; and

WHEREAS, bids for furnishing sign materials were solicited through the Small Works Roster process; and received and opened on March 26, 2020; and

WHEREAS, five bids were received in the amounts below and are as set forth on the attached tabulation

NEWMAN SIGNS (604-085-072) Jamestown, North Dakota	\$14,695.61 plus WSST
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TRAFFIC SAFETY SUPPLY COMPANY. (None) Portland, Oregon	\$16,533.94 plus WSST
---	-----------------------

NATIONAL BARRICADE & SIGN CO. (601-481-955) Spokane Valley, Washington	\$16,856.52 plus WSST
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INTERMOUNTAIN SIGN & SAFETY, INC. (603-149-033) Rathdrum, Idaho	\$20,345.28 plus WSST
--	-----------------------

ZUMAR INDUSTRIES (600-164-863). Tacoma, Washington	\$22,715.40 plus WSST
---	-----------------------

and;

WHEREAS, the County Engineer recommends award of the business of furnishing sign materials to Newman Signs; **NOW, THEREFORE**,

BE IT RESOLVED, that the business of furnishing Benton County with Sign Materials for 2020 be awarded to Newman Signs, Jamestown, North Dakota, in the amount of \$14,695.61, plus Washington State Sales Tax; and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to proceed with the purchase.

Dated this _____ day of April, 2020.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

Constituting the Board of
County Commissioners of
Benton County, Washington.

PROJECT: 2020 FURNISHING SIGN MATERIALS			Zumar Industries		Intermountain Sign and Safety		Newman Signs		National Barricade and Sign Co.		Traffic Safety Supply Company	
LOCATION: BENTON COUNTY			12015 Steele St. South		22515 W. Hwy 53		1606 6th Ave., S.W.		6602 E Main Avenue		2324 SE Umatilla St.	
LET BY: BOARD OF COUNTY COMMISSIONERS			Tacoma, WA 98444		Rathdrum, ID 83858		Jamestown, ND 58401		Spokane Valley, WA 99212		Portland, OR 97202	
DATE: March 26, 2020; 11:00 a.m., Local Time			800-426-7967		208-773-3119		800-437-9770		509-534-2619			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	12" x 18" rectangle sign blank	15	\$ 10.25	\$ 153.75	\$ 4.86	\$ 72.90	\$ 4.28	\$ 64.20	\$ 4.38	\$ 65.70	\$ 4.98	\$ 74.70
2	18" x 24" rectangle sign blank	25	\$ 14.25	\$ 356.25	\$ 9.69	\$ 242.25	\$ 7.38	\$ 184.50	\$ 8.28	\$ 207.00	\$ 7.45	\$ 186.25
3	24" x 6" rectangle sign blank	50	\$ 7.90	\$ 395.00	\$ 3.21	\$ 160.50	\$ 3.24	\$ 162.00	\$ 3.38	\$ 169.00	\$ 3.93	\$ 196.50
4	24" x 12" rectangle sign blank	25	\$ 11.25	\$ 281.25	\$ 6.47	\$ 161.75	\$ 5.31	\$ 132.75	\$ 5.53	\$ 138.25	\$ 5.13	\$ 128.25
5	48" x 8" rectangle sign blank ^{1,2}	50	\$ 12.85	\$ 642.50	\$ 8.60	\$ 430.00	\$ 6.69	\$ 334.50	\$ 8.87	\$ 443.50	\$ 8.04	\$ 402.00
6	42" x 8" rectangle sign blank ^{1,2}	50	\$ 11.90	\$ 595.00	\$ 7.55	\$ 377.50	\$ 6.00	\$ 300.00	\$ 9.47	\$ 473.50	\$ 7.09	\$ 354.50
7	36" x 8" rectangle sign blank ^{1,2}	25	\$ 11.30	\$ 282.50	\$ 6.53	\$ 163.25	\$ 5.83	\$ 145.75	\$ 8.50	\$ 212.50	\$ 6.15	\$ 153.75
8	30" x 30" S1-1 sign blank	15	\$ 24.85	\$ 372.75	\$ 20.17	\$ 302.55	\$ 14.93	\$ 223.95	\$ 17.27	\$ 259.05	\$ 19.18	\$ 287.70
9	60" x 12" rectangle sign blank ¹	6	\$ 22.40	\$ 134.40	\$ 16.13	\$ 96.78	\$ 15.46	\$ 92.76	\$ 20.82	\$ 124.92	\$ 14.64	\$ 87.84
10	30" x 30" square sign blank	25	\$ 24.40	\$ 610.00	\$ 20.16	\$ 504.00	\$ 14.09	\$ 352.25	\$ 17.27	\$ 431.75	\$ 19.18	\$ 479.50
11	24" x 30" R2-1 sign blank	25	\$ 20.55	\$ 513.75	\$ 16.14	\$ 403.50	\$ 11.51	\$ 287.75	\$ 13.83	\$ 345.75	\$ 12.09	\$ 302.25
12	30" x 30" diamond sign blank	50	\$ 19.45	\$ 972.50	\$ 20.16	\$ 1,008.00	\$ 14.09	\$ 704.50	\$ 17.27	\$ 863.50	\$ 19.18	\$ 959.00
13	48" x 24" rectangle sign blank	25	\$ 25.40	\$ 635.00	\$ 25.81	\$ 645.25	\$ 17.71	\$ 442.75	\$ 22.12	\$ 553.00	\$ 24.41	\$ 610.25
14	48" x 48" square sign blank ¹	25	\$ 53.15	\$ 1,328.75	\$ 51.64	\$ 1,291.00	\$ 35.93	\$ 898.25	\$ 44.25	\$ 1,106.25	\$ 45.77	\$ 1,144.25
15	48" x 48" R1-1 sign blank	15	\$ 53.65	\$ 804.75	\$ 50.78	\$ 761.70	\$ 37.53	\$ 562.95	\$ 37.59	\$ 563.85	\$ 48.33	\$ 724.95
16	36" x 36" R1-1 sign blank	25	\$ 37.60	\$ 940.00	\$ 46.07	\$ 1,151.75	\$ 21.37	\$ 534.25	\$ 23.25	\$ 581.25	\$ 27.40	\$ 685.00
17	36" x 36" square sign blank	20	\$ 32.40	\$ 648.00	\$ 29.05	\$ 581.00	\$ 19.78	\$ 395.60	\$ 24.77	\$ 495.40	\$ 27.40	\$ 548.00
18	30" x 36" rectangle sign blank	50	\$ 27.40	\$ 1,370.00	\$ 24.20	\$ 1,210.00	\$ 16.68	\$ 834.00	\$ 20.73	\$ 1,036.50	\$ 22.92	\$ 1,146.00
19	30" x 24" rectangle sign blank	25	\$ 19.35	\$ 483.75	\$ 16.14	\$ 403.50	\$ 11.51	\$ 287.75	\$ 13.83	\$ 345.75	\$ 15.44	\$ 386.00
20	24" x 24" square sign blank	25	\$ 17.25	\$ 431.25	\$ 12.91	\$ 322.75	\$ 9.45	\$ 236.25	\$ 11.06	\$ 276.50	\$ 12.45	\$ 311.25
21	12" x 36" rectangle sign blank	25	\$ 14.25	\$ 356.25	\$ 9.67	\$ 241.75	\$ 7.38	\$ 184.50	\$ 8.28	\$ 207.00	\$ 9.46	\$ 236.50
22	60" x 30" rectangle sign blank	10	\$ 44.50	\$ 445.00	\$ 40.34	\$ 403.40	\$ 30.94	\$ 309.40	\$ 28.32	\$ 283.20	\$ 37.87	\$ 378.70
23	60" x 36" rectangle sign blank	20	\$ 50.40	\$ 1,008.00	\$ 48.41	\$ 968.20	\$ 31.80	\$ 636.00	\$ 41.47	\$ 829.40	\$ 45.34	\$ 906.80
24	1.75" x 1.75"x 10' telespar post	200	\$ 37.35	\$ 7,470.00	\$ 35.45	\$ 7,090.00	\$ 26.93	\$ 5,386.00	\$ 29.06	\$ 5,812.00	\$ 24.75	\$ 4,950.00
25	2" x 2" x 36" telespar anchor	100	\$ 14.85	\$ 1,485.00	\$ 13.52	\$ 1,352.00	\$ 10.03	\$ 1,003.00	\$ 10.32	\$ 1,032.00	\$ 8.94	\$ 894.00
	TOTAL			\$ 22,715.40		\$ 20,345.28		\$ 14,695.61		\$ 16,856.52		\$ 16,533.94

¹ No holes shall be drilled in the sign.

² Sign shall have 1.5" rounded corners.

PROPOSAL
continued

DATED this 23 day of March, 2020.

FIRM NAME: Newman Signs

ADDRESS: 11006 6th Ave SW Jamestown ND 58401

EMAIL ADDRESS: Sales2@newmansigns.com

TELEPHONE: (800) 437-9770

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: 604-085-072

BY:

Amanda Irish
Authorized Signature

Amanda Irish
Print Name and Title

Sales Assistant

BY:

Authorized Signature

Print Name and Title

PROPOSAL MUST BE SIGNED

PROPOSAL

SIGN MATERIALS

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

<u>ITEM</u>			
<u>NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE PER EACH</u>
1	12" x 18" rectangle sign blank	15	\$ 4.28
2	18" x 24" rectangle sign blank	25	\$ 7.38
3	24" x 6" rectangle sign blank	50	\$ 3.24
4	24" x 12" rectangle sign blank	25	\$ 5.31
5	48" x 8" rectangle sign blank ^{1,2}	50	\$ 6.69
6	42" x 8" rectangle sign blank ^{1,2}	50	\$ 6.00
7	36" x 8" rectangle sign blank ^{1,2}	25	\$ 5.83
8	30" x 30" S1-1 sign blank	15	\$ 14.93
9	60" x 12" rectangle sign blank ¹	6	\$ 15.46
10	30" x 30" square sign blank	25	\$ 14.09
11	24" x 30" R2-1 sign blank	25	\$ 11.51
12	30" x 30" diamond sign blank	50	\$ 14.09
13	48" x 24" rectangle sign blank	25	\$ 17.71
14	48" x 48" square sign blank ¹	25	\$ 35.93
15	48" x 48" R1-1 sign blank	15	\$ 37.53
16	36" x 36" R1-1 sign blank	25	\$ 21.37
17	36" x 36" square sign blank	20	\$ 19.78
18	30" x 36" rectangle sign blank	50	\$ 16.68
19	30" x 24" rectangle sign blank	25	\$ 11.51
20	24" x 24" square sign blank	25	\$ 9.45
21	12" x 36" rectangle sign blank	25	\$ 7.38
22	60" x 30" rectangle sign blank	10	\$ 30.94
23	60" x 36" rectangle sign blank	20	\$ 31.80
24	1.75" x 1.75" x 10' telespar post	200	\$ 26.93
25	2" x 2" x 36" telespar anchor	100	\$ 10.03

¹ No holes shall be drilled in the sign.

² Sign shall have 1.5" rounded corners.

SPECIFICATIONS:

- All blanks must be aluminum and meet State Standards and Specs for Corner Radius
- All metal sign blanks shall be 0.80 inches thick.
- All telespar posts and anchors shall be 12 gauge galvanized metal.
- All rivet holes must be 1.5" diameter.
- All sign plates must be delivered on pallets.
- Width measurement is listed first, height second.

Be sure to include Sheet 4 when submitting Proposal

PROPOSAL
continued

DATED this 25th day of March, 2020.

FIRM NAME: Traffic Safety Supply Company

ADDRESS: 2324 SE Umatilla St Portland, OR 97202

EMAIL ADDRESS: Sgerkin@tssco.com

TELEPHONE: (503) 235-8531

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: _____

BY:  Susan Gerkin - Inside Sales
Authorized Signature Print Name and Title

BY: _____
Authorized Signature Print Name and Title

PROPOSAL MUST BE SIGNED

PROPOSAL

SIGN MATERIALS

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE PER EACH</u>
1	12" x 18" rectangle sign blank	15	\$ 4.98
2	18" x 24" rectangle sign blank	25	\$ 7.45
3	24" x 6" rectangle sign blank	50	\$ 3.93
4	24" x 12" rectangle sign blank	25	\$ 5.13
5	48" x 8" rectangle sign blank ^{1,2}	50	\$ 8.04
6	42" x 8" rectangle sign blank ^{1,2}	50	\$ 7.09
7	36" x 8" rectangle sign blank ^{1,2}	25	\$ 6.15
8	30" x 30" S1-1 sign blank	15	\$ 19.18
9	60" x 12" rectangle sign blank ¹	6	\$ 14.64
10	30" x 30" square sign blank	25	\$ 19.18
11	24" x 30" R2-1 sign blank	25	\$ 12.09
12	30" x 30" diamond sign blank	50	\$ 19.18
13	48" x 24" rectangle sign blank	25	\$ 24.41
14	48" x 48" square sign blank ¹	25	\$ 45.77
15	48" x 48" R1-1 sign blank	15	\$ 48.33
16	36" x 36" R1-1 sign blank	25	\$ 27.40
17	36" x 36" square sign blank	20	\$ 27.40
18	30" x 36" rectangle sign blank	50	\$ 22.92
19	30" x 24" rectangle sign blank	25	\$ 15.44
20	24" x 24" square sign blank	25	\$ 12.45
21	12" x 36" rectangle sign blank	25	\$ 9.46
22	60" x 30" rectangle sign blank	10	\$ 37.87
23	60" x 36" rectangle sign blank	20	\$ 45.34
24	1.75" x 1.75" x 10' telespar post	200	\$ 24.75
25	2" x 2" x 36" telespar anchor	100	\$ 8.94

¹ No holes shall be drilled in the sign.

² Sign shall have 1.5" rounded corners.

SPECIFICATIONS:

- All blanks must be aluminum and meet State Standards and Specs for Corner Radius
- All metal sign blanks shall be 0.80 inches thick.
- All telespar posts and anchors shall be 12 gauge galvanized metal.
- All rivet holes must be 1.5" diameter.
- All sign plates must be delivered on pallets.
- Width measurement is listed first, height second.

****Be sure to include Sheet 4 when submitting Proposal****

PROPOSAL
continued

DATED this 24th day of March, 2020.

FIRM NAME: Legend Investments dba National Barricade & Sign

ADDRESS: 1602 E Main Ave Spokane Valley WA 99212

EMAIL ADDRESS: bill@nationalbarricadeandsign.com

TELEPHONE: (509) 534-2619

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: 601481955

BY: Allison Brewer Allison Brewer, president
Authorized Signature Print Name and Title

BY: Bill Brewer Bill Brewer V-President
Authorized Signature Print Name and Title

PROPOSAL MUST BE SIGNED

PROPOSAL

SIGN MATERIALS

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE PER EACH</u>
1	12" x 18" rectangle sign blank	15	\$ 4.38
2	18" x 24" rectangle sign blank	25	\$ 8.28
3	24" x 6" rectangle sign blank	50	\$3.38
4	24" x 12" rectangle sign blank	25	\$ 5.53
5	48" x 8" rectangle sign blank ^{1,2}	50	\$8.87
6	42" x 8" rectangle sign blank ^{1,2}	50	\$9.47
7	36" x 8" rectangle sign blank ^{1,2}	25	\$ 8.50
8	30" x 30" S1-1 sign blank	15	\$ 17.27
9	60" x 12" rectangle sign blank ¹	6	\$ 20.82
10	30" x 30" square sign blank	25	\$ 17.27
11	24" x 30" R2-1 sign blank	25	\$ 13.83
12	30" x 30" diamond sign blank	50	\$ 17.27
13	48" x 24" rectangle sign blank	25	\$ 22.12
14	48" x 48" square sign blank ¹	25	\$ 44.25
15	48" x 48" R1-1 sign blank	15	\$ 37.59
16	36" x 36" R1-1 sign blank	25	\$ 23.25
17	36" x 36" square sign blank	20	\$ 24.77
18	30" x 36" rectangle sign blank	50	\$ 20.73
19	30" x 24" rectangle sign blank	25	\$ 13.83
20	24" x 24" square sign blank	25	\$ 11.06
21	12" x 36" rectangle sign blank	25	\$ 8.28
22	60" x 30" rectangle sign blank	10	\$ 28.32
23	60" x 36" rectangle sign blank	20	\$ 41.47
24	1.75" x 1.75" x 10' telespar post	200	\$ 29.06
25	2" x 2" x 36" telespar anchor	100	\$ 10.32

¹ No holes shall be drilled in the sign.

² Sign shall have 1.5" rounded corners.

SPECIFICATIONS:

- All blanks must be aluminum and meet State Standards and Specs for Corner Radius
- All metal sign blanks shall be 0.80 inches thick.
- All telespar posts and anchors shall be 12 gauge galvanized metal.
- All rivet holes must be 1.5" diameter.
- All sign plates must be delivered on pallets.
- Width measurement is listed first, height second.

****Be sure to include Sheet 4 when submitting Proposal****

PROPOSAL
continued

DATED this 17th day of March, 2020.

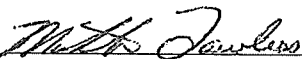
FIRM NAME: Intermountain Sign & Safety

ADDRESS: 22515 W. Hwy 53 Redmond, ID 83858

EMAIL ADDRESS: Mitch@IntermountainSign.com

TELEPHONE: (208) 773-3119

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: 603149033

BY:  Mitch Lawless President
Authorized Signature Print Name and Title

BY: _____
Authorized Signature Print Name and Title

PROPOSAL MUST BE SIGNED

PROPOSAL

SIGN MATERIALS

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

<u>ITEM</u>			
<u>NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE PER EACH</u>
1	12" x 18" rectangle sign blank	15	\$ 4.86
2	18" x 24" rectangle sign blank	25	\$ 9.69
3	24" x 6" rectangle sign blank	50	\$ 3.21
4	24" x 12" rectangle sign blank	25	\$ 6.47
5	48" x 8" rectangle sign blank ^{1,2}	50	\$ 8.60
6	42" x 8" rectangle sign blank ^{1,2}	50	\$ 7.55
7	36" x 8" rectangle sign blank ^{1,2}	25	\$ 6.53
8	30" x 30" S1-1 sign blank	15	\$ 20.17
9	60" x 12" rectangle sign blank ¹	6	\$ 16.13
10	30" x 30" square sign blank	25	\$ 20.16
11	24" x 30" R2-1 sign blank	25	\$ 16.14
12	30" x 30" diamond sign blank	50	\$ 20.16
13	48" x 24" rectangle sign blank	25	\$ 25.81
14	48" x 48" square sign blank ¹	25	\$ 51.64
15	48" x 48" R1-1 sign blank	15	\$ 50.78
16	36" x 36" R1-1 sign blank	25	\$ 46.07
17	36" x 36" square sign blank	20	\$ 29.05
18	30" x 36" rectangle sign blank	50	\$ 24.20
19	30" x 24" rectangle sign blank	25	\$ 16.14
20	24" x 24" square sign blank	25	\$ 12.91
21	12" x 36" rectangle sign blank	25	\$ 9.67
22	60" x 30" rectangle sign blank	10	\$ 40.34
23	60" x 36" rectangle sign blank	20	\$ 48.41
24	1.75" x 1.75" x 10' telespar post	200	\$ 35.45
25	2" x 2" x 36" telespar anchor	100	\$ 13.52

¹ No holes shall be drilled in the sign.

² Sign shall have 1.5" rounded corners.

SPECIFICATIONS:

- All blanks must be aluminum and meet State Standards and Specs for Corner Radius
- All metal sign blanks shall be 0.80 inches thick.
- All telespar posts and anchors shall be 12 gauge galvanized metal.
- All rivet holes must be 1.5" diameter.
- All sign plates must be delivered on pallets.
- Width measurement is listed first, height second.

****Be sure to include Sheet 4 when submitting Proposal****

PROPOSAL
continued

DATED this 17th day of March, 2020.

FIRM NAME: Zumar Industries

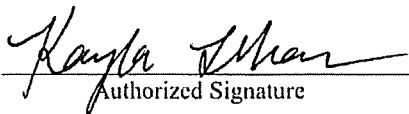
ADDRESS: 12015 Steele Street South Tacoma

EMAIL ADDRESS: Kayla@zumar.com

TELEPHONE: (253) 536-7740

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: 600164863

BY:  MARK J Giese / President
Authorized Signature Print Name and Title

BY:  Kayla Lehan
Authorized Signature Print Name and Title

PROPOSAL MUST BE SIGNED

PROPOSAL

SIGN MATERIALS

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE PER EACH</u>
1	12" x 18" rectangle sign blank	15	\$ 10.25
2	18" x 24" rectangle sign blank	25	\$ 14.25
3	24" x 6" rectangle sign blank	50	\$ 7.90
4	24" x 12" rectangle sign blank	25	\$ 11.25
5	48" x 8" rectangle sign blank ^{1,2}	50	\$ 12.85
6	42" x 8" rectangle sign blank ^{1,2}	50	\$ 11.90
7	36" x 8" rectangle sign blank ^{1,2}	25	\$ 11.30
8	30" x 30" S1-1 sign blank	15	\$ 24.85
9	60" x 12" rectangle sign blank ¹	6	\$ 22.40
10	30" x 30" square sign blank	25	\$ 24.40
11	24" x 30" R2-1 sign blank	25	\$ 20.55
12	30" x 30" diamond sign blank	50	\$ 19.45
13	48" x 24" rectangle sign blank	25	\$ 25.40
14	48" x 48" square sign blank ¹	25	\$ 53.15
15	48" x 48" R1-1 sign blank	15	\$ 53.65
16	36" x 36" R1-1 sign blank	25	\$ 37.60
17	36" x 36" square sign blank	20	\$ 32.40
18	30" x 36" rectangle sign blank	50	\$ 27.40
19	30" x 24" rectangle sign blank	25	\$ 19.35
20	24" x 24" square sign blank	25	\$ 17.25
21	12" x 36" rectangle sign blank	25	\$ 14.25
22	60" x 30" rectangle sign blank	10	\$ 44.50
23	60" x 36" rectangle sign blank	20	\$ 50.40
24	1.75" x 1.75" x 10' telespar post	200	\$ 37.35
25	2" x 2" x 36" telespar anchor	100	\$ 14.85

¹ No holes shall be drilled in the sign.

² Sign shall have 1.5" rounded corners.

SPECIFICATIONS:

- All blanks must be aluminum and meet State Standards and Specs for Corner Radius
- All metal sign blanks shall be 0.80 inches thick.
- All telespar posts and anchors shall be 12 gauge galvanized metal.
- All rivet holes must be 1.5" diameter.
- All sign plates must be delivered on pallets.
- Width measurement is listed first, height second.

Be sure to include Sheet 4 when submitting Proposal

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	04/14/20
Subject:	Bid Call – Official County Newspaper
Presenter:	Matt Rasmussen, Deputy County Administrator
Prepared By:	M Flores
Reviewed By:	Jennifer Bowe
PA Review, Approval to Form: ☒ N/A	
Type of Agenda Item:	Type of Action Needed:
☐ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☐ Pass Resolution
☒ Scheduled Business	☒ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☐ Execute Contract

Summary / Background Information

This is the bid opening for the official county newspaper. Pursuant to RCW 36.72.075, the County shall seek bids annually for services for the official county newspaper. The Clerk to the Board in the Commissioners' Office is required to publish notice and notify local publications. At the time of the meeting, the Commissioners shall open any bids received and review for selection.

Fiscal Impact

NA

Recommendation

Commissioners should open bids, review and select official county newspaper, direct staff to proceed with contract and bring back at a later date.

Suggested Motion

Narrative for Newspaper Bid – April 14, 2020

Pursuant to RCW 36.72.075, annually the County is required to go out to bid to contract for a legal newspaper for the coming year. The Clerk of the Board is required to advertise, at least five weeks before the meeting. The Notice of Bid Call for the Official Newspaper was advertised in the current legal newspaper, the Prosser Record Bulletin, on Wednesday, February 19, 2020.

The original bid date was scheduled and advertised for Tuesday, April 7, 2020 @ 9:00 am. Due to the COVID-19 pandemic and due to the Governor's proclamation for the "Stay Home; Stay Safe" order, this bid opening was continued to Tuesday, April 14, 2020 @ 9:00 am.

In addition to advertising, the Commissioners' Office provided notice (via email) to both known newspapers in Benton County – the Tri-City Herald and the Prosser Record Bulletin as well as posted the notice on the county's website and bulletin boards.

Any bids would have been sent to and received by the Board of County Commissioners.

Jerome Delvin, *District 1*
Shon Small, *District 2*
James Beaver, *District 3*



Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

NOTICE OF BID CALL FOR OFFICIAL COUNTY NEWSPAPER

The Board of Benton County Commissioners is seeking bids for services as the official county newspaper of Benton County for the year beginning July 1, 2020 through June 30, 2021.

Bids will be received by the Board until 9:00 a.m. on April 6, 2020, and not thereafter, and will be opened during the Board meeting of April 7, 2020 @ 9 am.

Bids must be submitted in a sealed envelope, bear a return address, clearly state **"Official County Newspaper Bid,"** and be addressed as follows:

**Clerk of the Board
Benton County Commissioners
PO Box 190
Prosser, WA 99350**

Legal notices advertised in the official county newspaper shall be set single column in six point solid type. Bids must be submitted on a column-inch basis and must state the rate per column-inch for printing first insertions and for all subsequent insertions.

Bidders must also submit the following information:

1. Must meet the qualifications of RCW 65.16.020.
2. Copy of order of Benton County Superior Court approving newspaper as legal newspaper. (RCW 65.16.040)
3. Copy of national advertising rate extended by the newspaper to all-general advertisers and advertising agencies in its published rate card. (RCW 65.16.091)
4. Copies of current circulation figures for Benton County including the following:
 - a. Subscriptions in Kennewick, Richland, West Richland and Finley area;

- b. Subscriptions in Benton City, Prosser and unincorporated areas other than Finley; and
- c. Other circulation in areas (a) and (b) above, including coin operated boxes.

The successful bidder for the correct and faithful performance of the contract shall post a performance bond of \$500.

The Board reserves the right to reject any or all bids, to waive informalities in the bidding, and to award the service based on a fair appraisal of the competitive values offered in accordance with RCW 36.72.075.

DATED at Prosser, Washington this 12th day of February 2020.

Jerrold MacPherson
County Administrator
Benton County Commissioners' Office

Jerome Delvin, *District 1*
Shon Small, *District 2*
James Beaver, *District 3*



Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

ADDENDUM #1 BID CALL FOR OFFICIAL COUNTY NEWSPAPER

The following changes are hereby made to the bidding documents:

Bids will be received by the Board until 9:00 a.m. on April 13, 2020, and not thereafter, and will be opened during the Board meeting of April 14, 2020 @ 9 am.

All other provisions contained in the bidding documents remain the same.

DATED at Prosser, Washington this 3rd day of April 2020.

Jerrod MacPherson
County Administrator
Benton County Commissioners' Office

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 14, 2020
Subject:	2 nd Amendment to Resolution 2020-258 – Declaration of Emergency
Presenter:	Jerrold MacPherson, Matt Rasmussen
Prepared By:	Matt Rasmussen
Reviewed By:	
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed:
☐ Consent Agenda	☒ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☒ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☐ Execute Contract

Summary / Background Information

In response to the ongoing COVID-19 pandemic the Board of County Commissioners declared a County wide emergency on March 17, 2020 (Resolution 2020-258). In that Resolution the Board granted authority to individual elected officials and the County Administrator to use tele-commuting and/or paid administrative leave for employees who were deemed to not be essential for working at the County facilities.

The initial authority was granted until April 6, 2020 and was extended until April 12, 2020 or until the end of the Governors "Stay at Home" order. The "Stay at Home" order was extended until May 5, 2020 by the Governor which automatically extended the authority.

Effective April 1, 2020 the federal government mandated that employers provide paid leave banks for employees impacted by COVID-19. One leave bank provides 80 hours of paid sick leave for all employees. The other bank is similar to FMLA but only provides 2/3 pay. The County is implementing these leave banks in accordance with the federal requirements. However, with the availability to put employees on paid administrative leave so far no one is requesting to use these banks. Given that the County must pay salaries in either case it appears to be advantageous to encourage employees to use the mandated leave banks rather than be on paid administrative leave.

Effective April 20, 2020 at 6:00AM it is proposed that the authority to utilize paid administrative leave be rescinded and that employees be encouraged to use the mandated leave, or if they choose, they may use their own accrued leave banks, subject to supervisor approvals. This is timed to allow up to full use of the 80-hour leave bank, which provides 100% pay during a statewide quarantine order, prior to the expected expiration of the "stay at home" order at the end of the day May 4, 2020. The impacts to employees should be minimal as only one workday would be outside of the available leave. Employees who used the entire 80 hours of emergency leave would have to utilize their own leave banks for that day.

Fiscal Impact

Amount: Unknown, depends on how many people utilize the leave.

Fund: All funds

The intent is to reduce the amount of paid administrative leave being granted and have employees utilize the mandatory federal leave banks. In the manner we are still able to provide full pay for employees but will be reducing further liabilities with keeping these mandated leave banks on the books. There is also potential for federal tax credits and/or reimbursement for County costs paid in the use of these leave banks so utilizing them will position the County to receive these benefits should they be offered.

Recommendation

Staff recommends that the Board approve the Resolution amending Resolution 2020-258.

Suggested Motion

I move to approve the second amendment to Resolution 2020-258, declaration of emergency in Benton County and extending the dates granting authority to adjust office hours effective March 18, 2020 through May 4, 2020 and approve tele-commuting options and use of available leave for the period April 19, 2020 at 6:00am through May 5, 2020 at 6:00am

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:**

**IN THE MATTER OF THE SECOND AMENDMENT TO RESOLUTION 2020-258,
DECLARATION OF EMERGENCY IN BENTON COUNTY AND EXTENDING THE
DATES GRANTING AUTHORITY TO ADJUST OFFICE HOURS EFFECTIVE
MARCH 18, 2020 THROUGH MAY 4, 2020 AND APPROVE TELE-COMMUTING
OPTIONS AND USE OF AVAILABLE LEAVE FOR THE PERIOD APRIL 19, 2020 AT
6:00AM THROUGH MAY 5, 2020 AT 6:00AM**

WHEREAS, on March 17, 2020 the Benton County Board of County Commissioners declared an emergency in response to the developing situation surrounding the COVID-19 pandemic which provided authority to reduce direct public contact along with hours and staff levels in all County offices; and

WHEREAS, the authority to reduce operations was set to end on April 5, 2020 unless otherwise extended; and

WHEREAS, on March 23, 2020 the Governor of the State of Washington issued a “stay at home” order for all of Washington State which will last for two weeks; and

WHEREAS, the Governor’s “stay at home” order was extended until May 4, 2020 at 11:59PM on April 2, 2020; and

WHEREAS, the Board of County Commissioners, via Resolution 2020-272, authorized tele-commuting and/or Paid Administrative leave for all non-essential employees through the end of the Governor’s stay at home order; and

WHEREAS, effective April 1, 2020, the federal government has mandated the County provide paid leave to employees through the Families First Corona Virus Response Act (FFCVRA); and

WHEREAS, non-essential employees who are on paid administrative leave are eligible for these new leave banks without impacting their own banks or salaries, and

WHEREAS, the use of paid administrative leave is no longer necessary to ensure the health and safety of County employees; and

WHEREAS, in an abundance of caution and in the best interest of public health and the safety of County employees the Board desires to extend authority to limit contact and adjust office hours as needed as well as approved tele-commuting options and/or use of available paid leave for employees that are deemed non-essential;

NOW, THEREFORE, BE IT RESOLVED by the Board of Benton County Commissioners that the last two paragraphs of Resolution 2020-258 as amended by Resolution 2020-272 are hereby amended as follows:

Effective April 20, 2020 at 6:00AM through May 5, 2020 at 6:00AM or until the end of the governor's "stay at home" order, whichever is later, the Board of Benton County Commissioners grants authority for each separately and independently elected official, as well as County Administration for those departments under the direction of the Board of Benton County Commissioners, to limit person to person contact with the general public and adjust their respective office hours as needed; and

For the work period April 20, 2020 at 6:00AM through May 5, 2020 at 6:00AM, the Board of Benton County Commissioners grants authority to independent elected officials and the County Administrator to approve tele-commuting options or use of available leave, including FFCVRA leave, for those employees that are deemed non-essential during that time period. For the purposes of this resolution tele-commuting shall mean that the employee is capable of, and actually performing, their regular job functions and/or other special assignments when working outside of the office; and

BE IT FURTHER RESOLVED that the authority granting the use of paid administrative leave in response to the COVID-19 pandemic is rescinded effective April 20, 2020 at 6:00AM; and

BE IT FURTHER RESOLVED that all provisions of Resolution 2020-272 remain in full force and effect until April 20, 2020 at 6:00AM; and

BE IT FURTHER RESOLVED that all other portions of Resolution 2020-258 remain in full force and effect.

Dated this 14th day of April 2020.

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington