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

to view items in detail, click on highlighted areas.

Notice: Meeting provided by Live-Broadcast and Telephonically as follows:

Live-Broadcast @ link below:
https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181

Telephonically by:
Dial: 509 222-2310
Meeting ID: 4961#
Attendee Access Code: 4961#

REVISED AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, June 2, 2020
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**
Approval of Minutes
- **May 19, 2020**

Review Agenda

Consent Agenda

Auditor
a. Lease Contract w/FruitSmart, Inc. for Space Rental Through CARES Act
b. Lease w/ Pitney Bowes Mail Processing Equipment for Mail Handling
c. Line Item Transfer, Fund No. 0111-101, Dept. 000
d. Line Item Transfer, Fund No. 0111-101, Dept. 000

Commissioners
e. Reappointment of Matt Berg to the Benton County Water Conservancy Board Conservancy Board

Corrections

f. Line Item Transfer, Fund No. 0000101, Dept. 120

Facilities

g. First Amended Contract w/Johnson Controls, Inc. for HVAC As-Needed Repairs
h. Line Item Transfer, Fund No. 0000-101, Dept. 110

Human Services

i. First Amended Contract w/Sharon Adolphsen for Development Disabilities Services
j. First Amended Agreement w/Children's Developmental Center for Employment Services
k. First Amended Contract w/Columbia Industries for Employment Services
l. First Amended Agreement w/Goodwill Industries of the Columbia for Employment Services
m. Update to Veterans Relief Fund Policies and Procedures to Allow for a Temporarily Increase of Veterans Benefits
n. First Amended Agreement w/DSHS for Procedures on Long-Term Payables
o. Agreement w/Franklin County and Kennewick Public Hospital District No. 1 to Secure a Feasibility Study of a Mental Health and Addiction Recovery Facility
p. Expansion of the Emergency Housing Program Due to COVID 19

Juvenile

q. Termination Contract Letter to A-One Refrigeration Heating for Kitchen Equipment Repairs

Parks

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

Public Works

s. Line Item Transfer, Fund No. 0101-101, Dept. 500
t. Authorization to Proceed to Bid for the Finance Department Tenant Improvement and Restroom Addition Project at the Justice Center
u. Award of Crack Seal Contract to Central Paving, LLC
v. Award of Roadside Improvements Project to Double J. Excavating
w. Contract w/Iron Horse Vac to Clean the Wash Bay Settling Tank @ the Kennewick Road Maintenance Facility
x. Acceptance of Work Performed by Columbia Pumping & Construction for the Erickson Road Bridge Repair

Sheriff

y. Closing the Violent Gang Task Force Petty Cash Fund Increasing the Investigating Petty Cash Fund; Rescinding Resolution 11-353 and Amending Resolution 10-583

Superior Court

z. Line Item Transfer, Fund No. 0156-101, Dept. 000

Workforce Development Council

aa. Re-Appointing Lori Mattson to the Benton-Franklin Workforce Development Council

Public Comment ~ *for public engagement during Commissioners' meetings, please use the public comments phone line at*:

Dial: 509 460-4941 (updated)

Scheduled Business

Lease Agreement w/Fair Association for Use of Benton County Fairgrounds ~ A Fyall

Funding Agreement w/WA State Dept. of Children, Youth & Families for Construction and/or Remodel of an At-Risk Youth Services Center ~ M Rasmussen

Corrections Department Update ~ Chief Souza & L Ivey

Discussion on Applying to the Governor's Office for a Variance to Move to Phase 2 ~ Commissioners

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, May 19, 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: DPA Ryan Brown; IT Manager Robert Heard; Robert Blain, Director of Operations/Capital Assets; Human Services Manager Kyle Sullivan; Adam Fyall, Sustainable Development; Auditor Brenda Chilton; Tammy McKeirnan, Human Services; Clerk Josie Delvin; Scott Souza, Chief of Corrections.

Approval of Minutes

The Minutes of May 12, 2020 were approved.

Consent Agenda

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

Auditor

a. Purchase of Stackers for Sorting Machine From Runbeck Election Services
b. Appointments to the Benton County Accessible Community Advisory Committee
c. Grant Agreement w/State of WA Office of Secretary of State to Improve Administration of Elections

Facilities

d. Contract w/Day Wireless, Inc. for Study and Mapping of Radio Antenna System @ the Justice Center

Human Services

e. First Amended Agreement w/Benton-Franklin Community Action Committee for COVID-19 Urgent Response Service Activities

Information Technology

f. Purchase of Six Laptops & Docking Stations and 12 Monitors for Elections Dept. From Dell, Inc.
g. Copier Lease Agreement w/Ricoh for Assessor's Office
h. Charter Communications, Inc. Internet Bandwith Increase @ the Justice Center

Public Works

i. Coding Correction

Public Comment ~ Cancelled

Public Hearing – State Department of Commerce Community Development Block Grant

Kyle Sullivan stated that as part of the grant, they were required to hold a public hearing to close out the previous grant and to request permission from the Board to apply for a new grant.

Diana Young, Community Action Connections, briefly described how the funds were spent on the 2019-2020 grant as follows:

- Provided direct access to public services to low and moderate-income persons in non-entitlement areas
- Trained for applicable grants
- Provided rapid re-housing services, utility services and transportation services and travelled to Benton City and Connell to directly provide those services
- Assisted 21 households for a total of 69 individuals to access those services
- Responded directly to 178 referrals regarding these services

As there was no one present by telephone or in person to testify, public testimony was closed.

MOTION: Commissioner Small moved to designate Chairman James Beaver, Benton County Administrator Jerrod MacPherson, and Department of Human Services Manager Kyle Sullivan as the authorized Chief Administrative Official and authorized representatives to act in all official matters in connection with this application and Benton County's participation in the Washington State CDBG Program, that the Board of Benton County Commissioners accepts the current 2019 grant requirements for Benton-Franklin Community Action Connections, and the new 2020 grant requirements for the Community Development Block Grant Public Service Funds.

Commissioner Delvin seconded and upon vote, the motion carried.

Public Hearing Community Development Block Grant Application for Sundance Improvement Association

Adam Fyall and Christine Batayola, Harms Engineering, presented the grant application for the Sundance Improvement Association project. Mr. Fyall said the Board previously gave direction to proceed and it was now time to submit the application, due June 3, 2020. He said he was seeking authority for the Chairman to sign application when it was ready so it could be submitted in a couple of weeks. The public hearing was advertised as required.

Ms. Batayola said the public hearing was intended to get public feedback and they also had handouts available (fact sheets) as part of the federal citizen participation requirement. She explained the project was to remediate high nitrates, put in a new well, replace the distribution system and water storage tank and provide provisions for emergency power and a booster station. The grant allowed up to $30,000 per household and this well served 36 households in the Finley area.

Commissioner Devin asked if the fact sheet could be posted on the web page and/or social media. Mr. Fyall indicated they would post it and send out with the weekly release on the webpage, and it would include another document for transparency.

As there was no one present by telephone or in person to testify, public testimony was closed.

MOTION: Commissioner Small moved to approve the Resolution authorizing submittal of the Community Development Block Grant General Purpose Application for Sundance Improvement Association and authorize the Chairman to sign when it is completed. Commissioner Delvin seconded and upon vote, the motion carried.

Grant with US Department of Housing & Urban Development

Kyle Sullivan said he was asking for permission to move forward with the grant for Shelter Plus Care Program (a mental health behavioral health program). He said it was a match program in the way of $107,000 in rental assistance and they contracted for those services. He said they had received this grant for several years and were requesting to apply again.

MOTION: Commissioner Small moved to approve the execution of the Scope of Work to the Continuum of Care Program Grant Number WA0072l0T011912 between the United States Department of Housing and Urban Development – HUD - and Human Services - Benton County Shelter Plus Care Program. Commissioner Delvin Seconded and upon vote, the motion carried.

Veterans' Relief Fund Discussion

Kyle Sullivan said the Board indicated at the last meeting it was interested in releasing additional funds for the veterans. He said he met with the Benton County Veterans' Advisory Board and they recommended temporarily increasing the program to allow an additional $1,000.00 in benefits to assist with rent, meals and utilities. The agencies would work with social media to get the word out so that any eligible vet could access the program.

He said they would amend the Veterans' relief policy to be effective June 2, 2020 until December 31, 2020, at which time they could readdress the policy.

The Board agreed with moving forward and bringing back the amendments to be approved at the June 2, 2020 meeting.

Other Business

Auditor Brenda Chilton said she needed to clarify the placement of the special duty assignment position that was approved at the last meeting. She indicated there was a typo and the person taking that position was a long-term employee and should be placed at a 13H, not a 13B.

MOTION: Commissioner Small moved to amend placement of the special duty assignment position previously approved, to be placed on the salary schedule as a 13H and not a 13B as previously approved. Commissioner Delvin seconded and upon vote, the motion carried.

Other Business

Covid-19 Meetings/Discussion

Commissioner Delvin said he had been involved in weekly calls with different groups, including WSAC, local groups and the Governor's staff. Specifically, talking about qualifications for counties like Benton County for reopening. He said there were groups that were applying to reopen and said Benton County might want to consider doing that as a community.

There was a discussion about not having enough phone lines for the public to call in; additionally, the Board might be back to in-person meetings by June 2, 2020.

Press Release

The Board discussed putting out a press release and/or a video to inform the public about the good things Benton County was doing during this time. The Board agreed.

Meeting Cancellation

Mr. MacPherson reminded the Board there would not be a meeting next week due to the holiday. The next regular meeting will be June 2 and the plan was to have a regular board meeting in Prosser and to operate as normal.

Max Benitz Day Proclamation

Mr. Fyall presented a proclamation honoring long-time Benton County Commissioner by proclaiming May 21, 2020 (the date of his next birthday) as Max Benitz Day.

MOTION: Commissioner Small moved to approve the proclamation as presented, proclaiming May 21, 2020 as Max Benitz Day. Commissioner Delvin seconded and upon vote, the motion carried.

Account Payables

Check Date: 05/11/2020

P-Cards #: 0520
Total all funds: $217,038.08

Check Date: 05/15/2020

EFT's: 1274-1275
Transfers #: 05152001-05152006
Total all funds: $82,865.02

Warrants #: 206425-206589
Total all funds: $1,308,686.46

Payroll

Payroll Checks
Total all funds: $784.22

Warrant #: 242580
Direct Deposit #: 153083-153252
Total all funds: $119,129.38

Payroll Deductions/Warrants
Wire #: 101200515
Total all funds: $36,461.13

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

Resolutions

2020-337: Purchase of Stackers for Sorting Machine From Runbeck Election Services
2020-338: Appointments to the Benton County Accessible Community Advisory Committee
2020-339: Grant Agreement w/State of WA Office of Secretary of State to Improve Administration of Elections
2020-340: Contract w/Day Wireless, Inc. for Study and Mapping of Radio Antenna System @ the Justice Center
2020-341: First Amended Agreement w/Benton-Franklin Community Action Committee for COVID-19 Urgent Response Service Activities
2020-342: Purchase of Six Laptops & Docking Stations and 12 Monitors for Elections Dept. From Dell, Inc.
2020-343: Copier Lease Agreement w/Ricoh for Assessor's Office
2020-344: Charter Communications, Inc. Internet Bandwith Increase @ the Justice Center
2020-345: ER&R/Road Fund Coding Correction
2020-346: Application for Community Development Block Grant - CDB Public Service Funds from the State Department of Commerce - Benton County Human Services
2020-347: Submission of a Community Development Block Grant General Purpose Application - Sundance Improvement Association
2020-348: Execution of the Scope of Work to the Continuum of Care Program Grant Number WA0072l0T011912 Between the United States Department Of Housing and Urban Development – HUD - and Human Services - Benton County Shelter Plus Care Program

2020-349: Proclaiming May 21, 2020 as Max Benitz Day

There being no further business before the Board, the meeting adjourned at approximately 9:30 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	Lease Contract/FruitSmart
Presenter:	
Prepared By:	Lorene Roe
Reviewed By:	Brenda Chilton

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 (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☐ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Summary / Background Information

The Election Division of the Auditor's Office is receiving a federal grant from the CARES Act to "prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle". In reviewing the current space in the Courthouse available for processing of ballots, it has been determined to be inadequate for housing the necessary 25-40 temporary employees and safely social distance. Space has been identified in the FruitSmart warehouse in Prosser, near the Courthouse. FruitSmart is agreeable to leasing the space to the County for the period of June 1, 2020 through December 31, 2020.

Fiscal Impact

Amount: **$4,177.00/mo.**

Fund: **Current Expense**

Recommendation

Benton County will be leasing space from FruitSmart for the period of June 1, 2020 through December 31, 2020, to be used for a ballot processing area.

Suggested Motion

Move to authorize the Chairman of the Board to sign Lease Contract with FruitSmart for the period of June 1, 2020 through December 31, 2020, for the monthly sum of $4,177.50

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A LEASE CONTRACT BETWEEN FRUITSMART, INC. AND BENTON COUNTY,

WHEREAS, the Election Division of the Auditor's Office is receiving a federal grant from the CARES Act to "prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle"; and

WHEREAS, in reviewing the current space in the Courthouse available for processing of ballots, it has been determined to be inadequate for housing the necessary 25-40 temporary employees and safely social distance; and

WHEREAS, space has been identified in the FruitSmart, Inc. warehouse in Prosser near the Courthouse, and FruitSmart, Inc. is agreeable to leasing the space to the County for the period of June 1, 2020 through December 31, 2020, for the sum of $4177.50 per month;
NOW, THEREFORE,

BE IT RESOLVED, the Chairman of the Board is authorized to sign the Lease Contract between FruitSmart, Inc. and Benton County, for the period of June 1, 2020 through December 31, 2020, for the sum of $4177.50 per month.

Dated this _____day of _____, 2020.

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

B. Chilton; L. Roe; A. Hatfield

Warehouse Lease Contract

FruitSmart, Inc (hereafter "Lessor") and Benton County Elections Dept. (hereafter "Lessee") hereby enter into a lease agreement under the following terms:

Lessor shall convey 3,342 SqFt of office Space to Lessee use of the premises at:

1125 Sheridan Ave, Prosser, WA 99350

The term of this lease shall be from 06/01/2020 until 12/31/2020 at midnight on each date. The Lessee will retain a month to month renewal option until 30 days before the termination date.

The rent being based on required space; total cost will be charged at $1.25 per square foot. The Lessee is obligated to pay Lessor a total of $4,177 for the rights conveyed under this lease. The amount will be paid in monthly installments of $4,177 per month. If not paid within 30 days, a late fee of $500 will occur.

The rental of the premises is intended solely for the purpose of office space, and Elections department related purposes. Any other uses require the Lessor's prior and written consent. The Lessee accepts the property in its current state and vows to abide by all present and future laws concerning maintenance and conduct.

The Lessor will not be providing furniture or fixtures.

The Lessee shall have access to adequate parking spaces for the purpose of employee and client parking. The Lessee shall be in charge of regulation and towing agreements in maintaining the parking lot.

The Lessor shall be responsible for janitorial services, waste disposal and utilities.

The Lessor shall be responsible for maintenance, and repairs.

The Lessee will make no alterations without written consent of the Lessor and will obtain and maintain all necessary permits for equipment and business purposes.

The Lessee/Lessor shall have the right to terminate the lease with a 60-day notice.

Upon expiration or termination of this lease, Lessee shall return the property to Lessor in substantially the same condition in which the property was received by Lessee.

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

_____
Lessor, signature & date

Address_____
City, state, ZIP_____

Benton County Contact
Lorene Roe, Chief Deputy Auditor
PO Box 470
Prosser WA 99350
509-737-3942
Lorene.roe@co.benton.wa.us

_____
Lessee, signature & date
James Beaver, Chair, Board of County Commissioners

Address PO Box 470
City, state, ZIP Prosser WA 99350

_____
Reid Hay, Approved as to Form Only
Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	Pitney Bowes/Mail Equipment Leases
Presenter:	
Prepared By:	Lorene Roe
Reviewed By:	Brenda Chilton

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 (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☐ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Summary / Background Information

With the relocation of Financial Services to the Kennewick Auditor's Office, there is now a need for mail processing equipment in dual locations. The current lease for mail handling equipment in the Prosser Auditor Office is expiring. A contract price for a new sixty (60) month combined lease commencing on the date of equipment delivery for the needed equipment is $1,437.51 per month.

Fiscal Impact

Amount: **$1,437.51**

Fund: **Rotating 0000101.102/0111101.000**

Recommendation

A new combined lease is being presented for authorization.

Suggested Motion

Move to authorize a new combined sixty-month lease with Pitney Bowes for mail handling in the Auditor Offices for a combined monthly cost of $1,437.51.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF LEASING PITNEY BOWES MAIL PROCESSING EQUIPMENT FOR THE AUDITOR'S OFFICES.

WHEREAS, resolution 12-677 requires authorization by the Board of County Commissioners for all service contracts; and

WHEREAS, the current lease is about to expire for mail processing equipment used by the Auditor's office; and

WHEREAS, with the relocation of Financial Services to the Kennewick Auditor's Office, there is now a need for mail processing equipment in dual locations.

WHEREAS, the contract price for a sixty (60) month lease commencing on the date of equipment delivery for the needed equipment is $1,437.51 combined, per month NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign a new lease with Pitney Bowes for new mail processing equipment for the Auditor's Offices, with a combined monthly lease price of $1,437.51. The Auditor is authorized to sign any subsequent documents confirming the delivery and installation of the listed equipment.

Dated this _____day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Cc: L. Roe, B. Chilton

pitney bowes

NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)
BENTON COUNTY AUDITOR			916001296

Sold-To: Address

620 MARKET ST, PROSSER, WA, 99350-1300, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Brenda Chilton	(509) 786-5651	0017463724

Bill-To: Address

PO BOX 470, PROSSER, WA, 99350-0470, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Brenda Chilton	(509) 786-5651	0017463722	brenda.chilton@co.benton.wa.us

Ship-To: Address

620 MARKET ST, PROSSER, WA, 99350-1300, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Lorene Roe	(509) 786-5620	0017463724

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	RELAY4500	Relay 4500
1	DI90012	Power Stacker Localization Kit
2	F790042-01	Power Cord
1	STDSLA	Standard SLA-Equipment Service Agreement (for Relay 4500)
1	TI45	Relay 4500 w/Install & Training
1	TIRS	Vertical Power Stacker
1	SENDPROPSERIES	SendPro P Series
1	1FWX	15lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APFB	Color Graphics Printing
1	APK2	SendPro P Series Basic Label Printer Pkg
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access

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1	APSH	Connect+ 220 LPM Speed
1	AZBD	SendPro P3000 Series WOW
1	AZBM	SendPro P3000 Color Print Module
1	M9SS	Mailstream Intellilink Services
1	ME1D	Meter Equipment - P Series, HV
1	MSD2	15" Color Touch Display
1	MSPS	SendPro P Series Power Stacker
1	MW90020	Side Guide - SendPro P3000/Connect+ 3000
1	MW96000	Weighing Platform
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM3	SoftGuard for SendPro P3000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	**Initial Payment Amount:**	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 1,094.00**	**$ 3,282.00**

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

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Pitney Bowes Confidential Information

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

BENTON COUNTY As to form only

5/12/20

Reid Hay
APPROVED AS TO FORM:
Deputy Prosecuting Attorney

Date

NASPO VALUEPOINT ADSPO16-169897; 05516
State/Entity's Contract# 05516

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Doug Macdonald	doug.macdonald@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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Pitney Bowes Confidential Information
See Pitney Bowes Terms for additional terms and conditions

pitney bowes

NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)
BENTON COUNTY AUDITOR			916001296

Sold-To: Address

5600 W Canal DrSte B, Kennewick, WA, 99336-2327, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Brenda Chilton	(509) 786-5651	0018362870

Bill-To: Address

PO BOX 470, PROSSER, WA, 99350-0470, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Brenda Chilton	(509) 786-5651	0017463722	brenda.chilton@co.benton.wa.us

Ship-To: Address

5600 W Canal DrSte B, Kennewick, WA, 99336-2327, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Lorene Roe	(509) 786-5620	0018362870

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWX	15lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APFB	Color Graphics Printing
1	APK2	SendPro P Series Basic Label Printer Pkg
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSB	Connect+ 160 LPM Speed
1	AZBA	SendPro P1000 Series
1	AZBF	SendPro P1000 Color Print Module
1	M9SS	Mailstream Intellilink Services
1	ME1C	Meter Equipment - P Series, LV
1	MSD2	15" Color Touch Display

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Pitney Bowes Confidential Information

1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM1	SoftGuard for SendPro P1000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	$ 343.51	$ 1,030.53

*Does not include any applicable sales, use, or property taxes which will be billed separately.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

BENTON COUNTY As to form only

Reid Hay
APPROVED AS TO FORM:
Deputy Prosecuting Attorney

5/12/20
Date

NASPO VALUEPOINT ADSPO16-169897; 05516
State/Entity's Contract# 05516

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

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See Pitney Bowes Terms for additional terms and conditions

Sales Information

Account Rep Name	Email Address	PBGFS Acceptance
Doug Macdonald	doug.macdonald@pb.com	

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Pitney Bowes Confidential Information

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	2020-06-02
Subject:	Election Reserve LIT
Presenter:	
Prepared By:	Lorene Roe
Reviewed By:	Brenda Chilton

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 (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

For forklist services, a LIT is requested to transfer funds from 4103 to 9103

Fiscal Impact

Amount: $100

Fund: 0111101

Recommendation

Funds shall be transferred as outlined in Exhibit A

Suggested Motion

Motion to transfer $100 from 0111101.000.00000.514.901.4103 to 0111101.000.00000.514.901.9103

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN FUND NUMBER 0111101

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: B. Chilton; Auditor; File

CHILTON

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor

Dept Nbr: NA

Fund Name: Election Reserve

Fund Nbr: 0111101

TRANSFER FROM: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.901	4103	Professional Svcs.	$100
TOTAL			$100

TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.901	9103	ER&R Fund Svcs.	$100
TOTAL			$100

Explanation: Forklift Svcs. for record storage

Prepared by: L. Roe

Date: 5/15/20

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN ELECTION RESERVE FUND NUMBER 0111101

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: B. Chilton; Auditor; File

CHILTON

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor Dept Nbr: N/A

Fund Name: Election Reserve Fund Nbr: 0111101

TRANSFER FROM: **Dept.** TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.401	3101	Supplies	$4,200	514.401	3508	Computer Replacement	$4,200
TOTAL			$4,200	TOTAL			$4,200

Explanation:

Money moved from 3101 to 3508 will be used to purchase one (1) Dell Latitude laptop, one (1) Dell dock, two (2) Dell 22" monitors and one(1) Fujitsu scanner not to exceed $4,200 as approved by the Information Technology Manager. All items will be enrolled into Central Services Replacement Fund (0132-101)

Prepared by: L. Roe Date: 5/15/20

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT OF MATT BERG TO THE BENTON COUNTY WATER CONSERVANCY BOARD

WHEREAS, the term for Matt Berg expired on May 31, 2020; and

WHEREAS, Matt Berg has expressed a willingness to be reappointed to the Benton County Water Conservancy Board for an additional six-year term; **NOW, THEREFORE,**

BE IT RESOLVED that Matt Berg is hereby re-appointed to the Benton County Water Conservancy Board, said term expiring on May 31, 2026.

Dated this . . . . . day of June, 2020.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

cc: Water Conservancy Board, Dept of Ecology, file

Flores

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	Dept. 120 LIT
Presenter:	
Prepared By:	Cindi Kane
Reviewed By:	Jennifer Bowe

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

Summary / Background Information

Line item transfer needed to pay for signs made by the Road Department for Corrections.

Fiscal Impact

Amount: There is no financial impact to the 2019-2020 budget.

Fund: Current Expense

Recommendation

Approve the attached line item transfer as outlined.

Suggested Motion

Consent agenda

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 120.

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

Cindi Kane

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Corrections

Fund Name: Current Expense

Dept Nbr: 120

Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	9167	Sheriff- Custody Assessment	$311
TOTAL			$311

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	9169	Road Fund Services	$311
TOTAL			$311

Explanation:

Line item transfer needed to pay for signs made by the Road Department for Corrections.

Prepared by: Cindi Kane

Date: 11-May-2020

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	Contract Amendment #1 w/ Johnson Controls, Inc.
Presenter:	N/A
Prepared By:	Paul Schut
Reviewed By:	R Blain

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

Summary / Background Information

Due to higher than expected as needed maintenance costs for HVAC repairs County-Wide, the current contract with Johnson Controls has run out of money. The additional funds requested will cover the next three months allowing us to go out to bid for another contract.

Fiscal Impact

Amount: $100,000

Fund: Current Expense - Facilities Department (0000-101.110)

Recommendation

Approve Contract Amendment with Johnson Controls, Inc. to increase the dollar amount of the contract from $451,629.94 to $551,629.94.

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 PUBLIC WORKS AGREEMENT BETWEEN BENTON COUNTY AND JOHNSON CONTROLS, INC.

WHEREAS, on June 1, 2018, via Resolution 2018-383, Benton County entered into an agreement with Johnson Controls, Inc. for HVAC preventative maintenance and as-needed repairs;

WHEREAS, due to an unforeseen increase in as-needed repair costs, the Contract did not have sufficient funds to pay the Contractor; and

WHEREAS, the proposed First Amendment to the Public Works Agreement increases the dollar amount of the total Contract from $451,629.94 to $551,629.94; **NOW, THEREFORE,**

BE IT RESOLVED that the attached First Amendment to the Public Works Agreement between Benton County and Johnson Controls is hereby approved; and

BE IT FURTHER RESOLVED, the total amount of the Contract is increased to $551,629.94;

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

Original: Commissioners
c: Auditor

P Schut

FIRST CONTRACT AMENDMENT

BENTON COUNTY
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 **JOHNSON CONTROLS, INC**, a corporation organized under the laws of the State of Washington, with its principal offices at 9718 W. Flight Drive, Spokane, WA 99224 (hereinafter "CONSULTANT").

WHEREAS, per Benton County Resolution No. 2018-383, the parties entered into an Public Works Contract, beginning June 1, 2018 and ending May 31, 2021 (hereinafter the "CONTRACT"), whereby CONTRACTOR agree to provide HVAC preventative and repair services; and

WHEREAS, this First Amendment is necessary to increase the not to exceed amount from $451,629.94 to $551,629.94; and

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

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 CONTRACTOR shall be paid at the rates stipulated in each work order which shall be based on the rates set forth in Exhibit B, Compensation, 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 CONTRACTOR under this Contract shall not exceed Five Hundred Fifty-One Thousand Six Hundred Twenty-Nine Dollars and Ninety-Four Cents ($551,629.94), excluding W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR' s cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate) . Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract

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: 5/11/20

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

FOR: JOHNSON CONTROLS, INC

Signature

AREA SERVICE MANAGER
Title:

ERIC MCKINLEY
Print Name

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 June , 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

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Facilities Dept Nbr: 110

Fund Name: Current Expense Fund Nbr: 0000101

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	4102	Contract Services	$5,000	518-301	9802	ER&R Vehicle Maint.	$5,000
523-500	3135	Maintenance/Repair Supplies	$3,000	523-500	9802	ER&R Vehicle Maint.	$3,000
TOTAL			$8,000	TOTAL			$8,000

Explanation:

Transfer needed to pay for vehicle maintenance not originally budgeted.

Prepared by: Cami McKenzie Date: 14-May-2020

Approved ❑ Denied ❑ Date: 6/2/2020

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	First Amendment to PSA-2019/20-ADOLPHSEN-00
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Summary / Background Information

Benton County Department of Human Services would like to amend the Professional Service Agreement #PSA-2019/20-ADOLPHSEN-00 with Sharon Adolphsen to provide support to the local Parent Coalition, a group formed to raise community awareness of the needs of individuals with developmental disabilities for the 2019-2020 year. This amendment extends the end date of the Agreement to September 30, 2020 so services can continue until a new contract is executed, after the new state contract is received from Developmental Disabilities Administration.

Fiscal Impact

Amount: $0.00

Fund: Funding for the services described in this Agreement is provided by Developmental Disabilities Administration. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

- Sign the Resolution to accept the proposed First Amendment to Professional Service Agreement
- Approve the proposed First Amendment to Professional Service Agreement by signing all the copies where indicated

Suggested Motion

To approve signing Agreement #PSA-2019/20-Adolphsen-00 with Sharon Adolphsen and to authorize the Chair to sign on behalf of the Board.

Kyle Sullivan, Manager
Benton County
Department of Human Services

BENTON COUNTY RESOLUTION

Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF FIRST CONTRACT AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT #PSA-2019/20-ADOLPHSEN-00 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND SHARON ADOLPHSEN

WHEREAS, this First Amendment to Professional Service Agreement serves to provide support to the local Parent Coalition, a group formed to raise community awareness of the needs of individuals with developmental disabilities; and

WHEREAS, consideration for this First Amendment to Professional Service Agreement is increased by $8,214.00 for a new total of $41,068.00; and

WHEREAS, this First Amendment to Professional Service Agreement shall extend the Agreement end date to September 30, 2020; NOW THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accept the proposed First Amendment to Professional Service Agreement # PSA-2019/20-Adolphsen-00 between Benton County Department of Human Services and Sharon Adolphsen; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be and hereby is, authorized to sign, on behalf of Benton County, First Amendment to Professional Service Agreement # PSA-2019/20-Adolphsen-00 for an increase of consideration to $41,068.00

BE IT FURTHER RESOLVED, that the agreement shall be effective July 1, 2019 through September 30, 2020.

Dated this . . . .day of . . . . . , 2020

_____
Chairman

_____
Member

_____
Member

Attest: _____
Clerk of the Board
Constituting the Board of County Commissioners
of Benton County, Washington

cc: Benton County Commissioners, Human Services Clark

FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #PSA-2019/20-ADOLPHSEN-00

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, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **SHARON ADOLPHSEN**, an individual, with its principal offices at PO BOX 4575, West Richland, WA 99353 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2019 774, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendments to the program's end date, extending the end date to September 30, 2020, increasing the consideration by $8,214.00, and change the name of Benton and Franklin Counties' Department of Human Services to Benton County Department of Human Services.

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

1. **FACE SHEET**.
The first paragraph of the face sheet shall be amended and replaced in its entirety with the following:

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County" and Sharon Adolphsen, an individual, with its principal offices at PO BOX 4575, West Richland, WA 99353 (hereinafter "Contractor").

The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

Agreement End Date.....September 30, 2020

The "Consideration" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

Consideration.....$41,068.00

Any consideration expended from July 1, 2020 through September 30, 2020 will be subtracted from the total consideration awarded in the 2020-2021 Agreement.

2. **COMPENSATION**

Section 6.1.1 of Compensation shall be amended with the following addition:
Operating Expenses eligible for reimbursement between July 1, 2020 and September 30, 2020 are to be billed on a monthly basis for actual cost incurred. Total shall not exceed $1900.00.

Section 6.1.2 of Compensation shall be amended with the following addition:
Travel Expenses eligible for reimbursement between July 1, 2020 and September 31, 2020 are to be billed on a monthly basis for actual cost incurred. Total shall not exceed $314.00.

Section 6.1.3 of Compensation shall be amended with the following addition:
Compensation for Coordinator time and effort eligible for reimbursement between July 1, 2020 and September 30, 2020 are to be billed on a monthly basis for actual time spent by Coordinator associated with the performance of the activities described in Services Provided provision of this Agreement. Total not to exceed $6000.00.

Section 6.1.4 of Compensation shall be amended with the following addition:
Compensation for Coordinator time and effort and expenses for any service that is related to educating legislators on local issues and services will be billed under millage fund. The total services that will be reimbursed under millage funds will not exceed twenty-five percent of the additional consideration amounts listed in this amendment. Total millage allowed between July 1, 2020 and September 30, 2020 shall not exceed $2053.00. Expended millage expenses are a reduction in total amounts listed in section 6.1.1,6.1.2, and 6.1.3.

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.

FOR BENTON COUNTY:

_____
Chairman Date

_____
Member Date

_____
Member Date

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

FOR THE CONTRACTOR:
Sharon Adolphsen, Coordinator

Sharon Adolphsen 5/14/2020
Signature Date

Sharon Adolphsen
Name

BFPC Coordinator
Title

ATTEST:

_____
Clerk of the Board

APPROVED AS TO CONTENT:

_____
Human Services Manager

APPROVED AS TO FORM:

_____
Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	First Amendment to Agreement #19/20-DD-CDC-00 with Children's Developmental Center
Presenter:	
Prepared By:	Mari Clark, DHS contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Summary / Background Information

Benton County Department of Human Services would like to amend the Grant Agreement #19/20-DD-CDC-00 with Children's Developmental Center to provide employment services for individuals with developmental disabilities. This amendment extends the end date of the Agreement to September 30, 2020 so services can continue until a new contract is executed, after the new state contract is received from Development Disabilities Administration.

Fiscal Impact

Amount: $0.00

Fund: Funding for the services described in this Agreement is provided by Developmental Disabilities Administration. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

- Sign the Resolution to accept the proposed First Amendment to Contract Agreement
- Approve the proposed First Amendment to Contract Agreement #19/20-DD-CDC-00 by signing all the copies where indicated

Suggested Motion

To approve signing First Amendment to Contract Agreement #19/20-DD-CDC-00 with Children's Developmental Center 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

IN THE MATTER OF EXECUTION OF FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-CDC-00 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND CHILDREN'S DEVELOPMENTAL CENTER.

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-CDC-00 with the Children's Developmental Center to provide services to children from birth to three years old; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-CDC-00 shall extend the Agreement end date to September 30, 2020; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-CDC-00 shall change Benton and Franklin Counties Department of Human Services to Benton County Department of Human Services;
NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment Grant Agreement #19/20-DD-CDC-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, First Amendment to Grant Agreement #19/20-DD-CDC-00 with the Children's Developmental Center to provide services to children from birth to three years old for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2019 and shall expire on September 30, 2020.

Dated this . . . .day of . . . . . , 2020

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners Clark

FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-CDC-00

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, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **CHILDREN'S DEVELOPMENTAL CENTER**, a non-profit corporation, with its principal offices at 1549 Georgia Avenue SE., Suite A, Richland, WA 99352, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2019 837, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendments to the program's end date, extending the end date to September 30, 2020, and change the name of Benton and Franklin Counties' Department of Human Services to Benton County Department of Human Services.

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

1. **FACE SHEET**.
The first paragraph of the face sheet shall be amended and replaced in its entirety with the following:

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County" and Children's Developmental Center, a Washington State Not-For Profit Corporation, with its principal offices at 1549 Georgia Avenue SE., Suite A, Richland, WA 99352 (hereinafter "Contractor").

The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

Agreement End Date.....September 30, 2020

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.

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Cathryn Tames, Director

Signature 5/14/20
Date

Cathryn Tames
Name

Executive Director
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Human Services Manager

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	First Amendment to Agreement #19/20-DD-CI-00 with Columbia Industries
Presenter:	
Prepared By:	Mari Clark, DHS contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Summary / Background Information

Benton County Department of Human Services would like to amend the Grant Agreement #19/20-DD-CI-00 with Columbia Industries to provide employment services for individuals with developmental disabilities. This amendment extends the end date of the Agreement to September 30, 2020 so services can continue until a new contract is executed, after the new state contract is received from Development Disabilities Administration.

Fiscal Impact

Amount: $0.00

Fund: Funding for the services described in this Agreement is provided by Developmental Disabilities Administration. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

- Sign the Resolution to accept the proposed First Amendment to Contract Agreement
- Approve the proposed First Amendment to Contract Agreement #19/20-DD-CI-00 by signing all the copies where indicated

Suggested Motion

To approve signing First Amendment to Contract Agreement #19/20-DD-CI-00 with Columbia Industries 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

IN THE MATTER OF EXECUTION OF FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-CI-00 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND COLUMBIA INDUSTRIES.

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-CI-00 serves to provide employment services to individuals with developmental disabilities; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-CI-00 shall extend the Agreement end date to September 30, 2020; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-CI-00 shall change Benton and Franklin Counties Department of Human Services to Benton County Department of Human Services;
NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment to Grant Agreement #19/20-DD-CI-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, First Amendment to Agreement #19/20-DD-CI-00 with Columbia Industries to provide employment services to individuals with developmental disabilities for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2019 and shall expire on September 30, 2020.

Dated this . . . .day of . . . . . , 2020

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

Clark

FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-CI-00

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, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **COLUMBIA INDUSTRIES**, a non-profit corporation, with its principal offices at 900 South Dayton, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2019 841, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendments to the program's end date, extending the end date to September 30, 2020, and change the name of Benton and Franklin Counties' Department of Human Services to Benton County Department of Human Services.

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

1. **FACE SHEET**.
The first paragraph of the face sheet shall be amended and replaced in its entirety with the following:

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County" and Columbia Industries, a Washington State Not-For Profit Corporation, with its principal offices at 900 South Dayton, Kennewick, WA 99336 (hereinafter "Contractor").

The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

Agreement End Date.....September 30, 2020

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.

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Brian McDermott, President

Signature Date 5/19/20

BRIAN MCDERMOTT
Name

PRESIDENT & CEO
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Human Services Manager

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	First Amendment to Agreement #19/20-DD-GW-00 with Goodwill Industries
Presenter:	
Prepared By:	Mari Clark, DHS contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Summary / Background Information

Benton County Department of Human Services would like to amend the Grant Agreement #19/20-DD-GW-00 with Goodwill Industries to provide employment services for individuals with developmental disabilities. This amendment extends the end date of the Agreement to September 30, 2020 so services can continue until a new contract is executed, after the new state contract is received from Development Disabilities Administration.

Fiscal Impact

Amount: $0.00

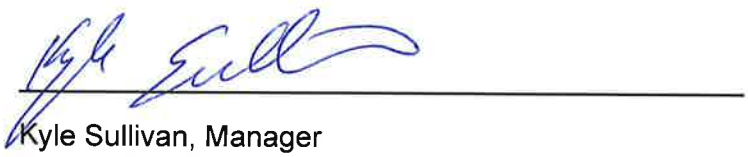
Fund: Funding for the services described in this Agreement is provided by Developmental Disabilities Administration. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

- Sign the Resolution to accept the proposed First Amendment to Contract Agreement
- Approve the proposed First Amendment to Contract Agreement #19/20-DD-GW-00 by signing all the copies where indicated

Suggested Motion

To approve signing First Amendment to Contract Agreement #19/20-DD-GW-00 with Goodwill Industries 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

IN THE MATTER OF EXECUTION OF FIRST AMENDMENT OF GRANT AGREEMENT #19/20-DD-GW-00 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND Goodwill Industries of the Columbia Inc.

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-GW-00 serves to provide employment services to individuals with developmental disabilities; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-GW-00 shall extend the Agreement end date to September 30, 2020; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-GW-00 shall change Benton and Franklin Counties Department of Human Services to Benton County Department of Human Services;
NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment to Grant Agreement #19/20-DD-GW-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, First Amendment to Agreement #19/20-DD-GW-00 with Goodwill Industries of the Columbia to provide employment services to individuals with developmental disabilities for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2019 and shall expire on September 30, 2020.

Dated this . . . .day of . . . . . , 2020

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners D. Horton

FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-GW-00

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, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **GOODWILL INDUSTRIES OF THE COLUMBIA**, a non-profit corporation, with its principal offices at 815 N. Kellogg Suite A, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2019 836, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendments to the program's end date, extending the end date to September 30, 2020, and change the name of Benton and Franklin Counties' Department of Human Services to Benton County Department of Human Services.

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

1. **FACE SHEET**.
The first paragraph of the face sheet shall be amended and replaced in its entirety with the following:

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County" and Goodwill Industries of the Columbia, a Washington State Not-For Profit Corporation, with its principal offices at 815 N. Kellogg Suite A, Kennewick, WA 99336 (hereinafter "Contractor").

The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

Agreement End Date.....September 30, 2020

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.

FOR BENTON COUNTY:

_____
Chairman Date

_____
Member Date

_____
Member Date

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

FOR THE CONTRACTOR:
Ken Gosney, Executive Director

K Gosney 5/17/2020
Signature **Date**

Ken Gosney
Name

Executive Director
Title

ATTEST:

_____
Clerk of the Board

APPROVED AS TO CONTENT:

_____
Human Services Manager

APPROVED AS TO FORM:

_____
Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	Temporary Veterans Relief Fund Benefit
Presenter:	Kyle Sullivan
Prepared By:	Deena Horton
Reviewed By:	Kyle Sullivan

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed:

- ☐ Discussion Only (1st)
- ☐ Discussion Only (2nd)
- ☐ Decision/Direction
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance

Summary / Background Information

The Benton County Department of Human Services currently administers the Benton County Veterans Relief Fund. The Benton County Veterans Relief Fund is designed to help Veterans in times of need with food vouchers, utility assistance, rental assistance, deposit assistance, application fees, motel voucher, bus passes, safety equipment for employment, childcare assistance, dental and burial assistance. Described in Chapter 78.08 RCW "Veterans Relief". In response to the Covid-19 pandemic the Board of Benton County Human Services would like to temporarily add an additional $1,000.00 to the Veteran's benefit to be used before December 31, 2020. The Benton County Veterans Advisory Board members have recommended to replace in its entirety the new policies and procedures for the Benton County Veterans Assistance Fund.

Fiscal Impact

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0104.101 Human Services Budget.
Fund: 0104.101

Recommendation

Accept the proposed policies and procedures update and temporarily add an additional $1,000.00 to the Veteran's benefit to be used before December 31, 2020, due to the Covid-19 pandemic.

Suggested Motion

Move to accept the policies and procedures update and temporarily add an additional $1,000.00 to the Veteran's benefit to be used before December 31, 2020, due to the Covid-19 pandemic.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF UPDATE TO BENTON COUNTY VETERANS RELIEF FUND POLICIES AND PROCEDURES TO ALLOW FOR A TEMPORARILY INCREASE OF VETERANS BENEFITS.

WHEREAS, The Benton County Department of Human Services currently administers the Benton County Veterans Relief Fund; and

WHEREAS, the Benton County Veterans Relief Fund is designed to help Veterans in times of need with food vouchers, utility assistance, rental assistance, deposit assistance, application fees, motel voucher, bus passes, safety equipment for employment, childcare assistance, dental and burial assistance. Described in Chapter 78.08 RCW "Veterans Relief"; and

WHEREAS, in response to the Covid-19 pandemic the Board of Benton County Commissioners authorizes Benton County Human Services to temporarily add an additional $1,000.00 to the Veteran's benefit to be used before December 31, 2020, and

WHEREAS, the Benton County Veterans Advisory Board members have recommended to replace in its entirety the new policies and procedures for the Benton County Veterans Assistance Fund, NOW THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accept the proposed changes to the policies and procedures;

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners, is hereby, authorized to sign, on behalf of Benton County, the proposed policies and procedures update and temporarily add an additional $1,000.00 to the Veteran's benefit to be used before December 31, 2020, due to the Covid-19 pandemic.

Dated this ..... day of . . . . . ., 2020

_____
Chair

_____
Member

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

Attest:

_____
Clerk of the Board

BENTON COUNTY

VETERANS RELIEF FUND

POLICIES AND PROCEDURES

Prepared by Benton County
Department of Human Services

Effective:
June 2, 2020

INDEX

BENTON COUNTY
VETERANS RELIEF FUND
POLICIES AND PROCEDURES

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SECTION I

POLICY

SECTION I. POLICY

1.1 PURPOSE

The purpose of the Benton County Veterans Relief Fund ("Veterans' Relief Fund" or "Fund") is to provide assistance to eligible indigent veterans, their families, and the families of deceased indigent veterans pursuant to Chapter 73.08 RCW.

1.2 SOURCE OF FUNDS

The Benton County Board of Commissioners ("Board of Commissioners") shall bi-annually adopt a revenue and expenditure budget for the Veterans' Relief Fund. Fund revenues shall be generated from a property tax levy authorized by RCW 73.08.080. The levy rate shall be established by the Board of Commissioners based on the estimated demands of the Fund and the statutory limitations for the levy. Current year funding not expended is carried forward to be used in subsequent years.

There is no automatic entitlement to assistance and the provision of assistance is subject to the availability of funds, among other limitations.

1.3 POLICY

The Veterans' Relief Fund is administered by the Benton County Department of Human Services. ("Human Services"). In administering the Fund, Human Services intends to provide policies and procedures for determining eligibility, processing claims, and issuing checks. In addition to limiting organizational and personal conflict of interest and providing assistance to the maximum extent possible, fair and equitable treatment will be given to all applicants applying for assistance. For contracted services any expenditures denied by Human Services, due to non-conformance with this policy, shall become an obligation of the Service Organization submitting the claim.

1.4 VETERANS' ADVISORY BOARD

The Benton County Veterans' Advisory Board ("Advisory Board") consists of representatives of local chapters, camps, post, or branches of nationally recognized Veterans' Service Organizations and Veterans from the community at large, who are appointed to the Advisory Board by the Board of Commissioners in a manner consistent with Benton County Resolution

Number 2018 593 and RCW 73.08.035.

The purpose of the Advisory Board is to advise the Board of Commissioners and the Department of Human Services on the needs of local indigent veterans, the resources available to local indigent veterans, and programs that could benefit the needs of local indigent veterans and their families. Individual applications for Veterans' Relief Fund services are not processed or reviewed by the Advisory Board. Individual Service Officers may be consulted concerning applications for assistance, in their capacity as Service Officers.

The Veterans Advisory Board may use electronic voting when necessary. All voting will be majority rules. The board will conduct their meetings with basic meeting agendas and minutes. The board can elect a chairman, co-chair, treasurer and secretary. The board will consist of no more than 11 Veterans. If a Veteran wants to become a board member, they must submit a copy of their DD214 and a Veterans Advisory Board Application to the Department of Human Services for review and a determination of eligibility. The current board will hold a vote, with majority rules, to determine whether the applicant will be selected as a board member.

SECTION II

SERVICE PROVIDERS

SECTION II. SERVICE PROVIDERS

2.1 DEFINITION OF A SERVICE ORGANIZATION

A Service Organization is any chapters, camps, post, or branch of a national organization of veterans chartered by an act of Congress that shall undertake the relief of indigent veterans and their families.

2.2 VETERANS ORGANIZATION PARTICIPATION

In order for a Service Organization, specifically a chapter, camp, post or branch, to participate in the Veterans' Relief Fund, it must register with Human Services by sending a Letter of Intent to Participate. The letter of intent must include the printed names and signatures of the authorized Service Officers that will screen and approve Veterans and their families for assistance through this fund. This letter must be updated annually or anytime a change in participate through the Service Organization, specifically a post or branch, has been made.

As authorized by RCW 73.04.080, nationally recognized veterans' Service Organizations, specifically a post or branch, located in Benton County, which have a current registration in effect with Human Services and assist veterans applying for assistance from the Fund, may be reimbursed up to $360.00 annually for their current year's regular meeting place rent.

Service Organizations, specifically a chapter, camp, post or branch, in Benton County that are registered with Human Services may appoint representatives from their organization to assist veterans or eligible family members in applying for assistance from the Veterans' Relief Fund.

The representatives of the Service Organizations, specifically a chapter, camp, post or branch, shall assist veterans and qualifying family members in completing applications for assistance, in compiling required documentation, and, as needed, by providing information regarding veteran' benefits and services, regardless of whether the individual seeking assistance meets the requirements for assistance from the Veterans' Relief Fund.

2.3 USE OF FUNDS FOR ASSISTANCE

The Fund is intended to aid eligible indigent veterans, their families and the families of deceased indigent veterans by providing the following direct

services. This is not an exclusive list and more services may be added to the policies and procedures by recommendation of the Veterans Advisory Board:

- Rental Assistance
- Deposit Assistance

- Application Fees for housing/Background Checks for housing or pre-employment screening
- Up to 1 week of motel voucher assistance for homeless Vets
- Bus Passes through the Ben Franklin Transit
- Utility Assistance
- Food Assistance
- Burial Expenses not to exceed $1,000.00
- Necessary safety equipment required by employer to gain employment
- Dental Assistance - once in a lifetime assistance capped at no more than $2,000.00
- Childcare Assistance

SECTION III

ADMINISTRATIVE POLICY

SECTION III. ADMINISTRATIVE POLICY

3.1 RELIEF FOR INDIVIDUALS WHO ADMINISTER FUND

Any service officer of a Service Organization may apply for assistance from the Fund, but the Application Form must be authorized by a Service Organization other than the one the service officer represents and approved by Human Services as appropriate.

3.2 EQUAL OPPORTUNITY

This policy is to assure fair treatment of all applicants in aspects of personnel administration.

Any applicant who thinks he or she is being treated unfairly because of race, sex, marital status, color, creed or religion, national origin, age, the presence of any sensory, mental or physical disability, or sexual orientation may follow the procedure set forth in Section 3.6.

3.3 TECHNICAL ASSISTANCE

Human Services is available to provide technical assistance to Service Organizations on the proper completion of forms and appropriate procedures for the approval and distribution of funds.

3.4 ADMINISTRATIVE COSTS

Pursuant to RCW 73.08.080, the direct and indirect costs incurred in administering the Veterans' Assistance Fund will be computed annually in January for the preceding calendar year based on a time and effort log with itemized explanations maintained by Human Services. The Fund will then be billed for these computed costs up to an amount not exceeding eight percent (8%) of the Veterans' Relief Fund budget for the year.

3.5 FISCAL POLICY

Human Services shall be responsible for ensuring that Fund expenditures do not exceed the balance in the Fund, conducting a cash flow analysis, reconciling the account for preparation of the biennial budget, and making any recommendations within the limits established by law. Administrative costs will be identified as a separate line item, justified in the biennial

budget proposal, and deducted from the Fund in accordance with RCW 73.08.080.

Allowable administrative costs may be charged to the Fund based on the current Cost Allocation Plan for Human Services.

The limits of disbursement of funds are as follows:

(1) Up to $1,200.00 per applicant in a twelve-month period for an applicant with no dependents residing in the veteran's household. Up to $1,500.00 per applicant in a twelve-month period for an applicant with one dependent residing in the veteran's household, and an additional $200.00 per applicant in a twelve-month period for each additional dependent residing in the veteran's household. In extreme cases of hardship, the Board of Commissioners may exceed the applicable limit of disbursement for an applicant based on a Waiver Request. The length of each Waiver will be dependent on the specific circumstances and will be determined on a case-by-case basis.

If the County declares a State of Emergency or there is an overwhelming financial crisis, The Board of County Commissioners can temporarily increase benefit amount by way of Resolution.

(2) Pursuant to RCW 73.08.070, burial expenses may be provided for deceased indigent veterans and their family members (as defined in Section 4.4) who die without leaving means to defray funeral expenses. Funds will be disbursed upon proof of death, when such proof is requested by the Service Organization, for burial expenses that are supported by documentation of actual expenses incurred. The amount of payment from the Veterans' Relief Fund for any single burial shall not exceed $1,000.00.

(3) Up to $2,000.00 per applicant in a lifetime, may receive dental assistance through the fund. Once they have utilized this assistance, they cannot use it again. An eligible applicant can receive this assistance in addition to (1) above.

3.6 FRAUD AND ABUSE

If Human Services or a registered Service Organization suspect fraud,

criminal activity, or abuse of the system, the matter may be referred to the appropriate law enforcement agency.

If found guilty of fraud or criminal activity associated with services or an application for services with the Veterans' Relief Fund, the applicant will be refused services under the Fund.

Individuals who misuse financial assistance provided by the Fund, including, but not limited to, using financial assistance for purposes other than those specified in a voucher or other grant, may be required to repay the Fund. In addition, misuse of financial assistance or failure to repay the Fund for misused financial assistance may result in the individual being refused further services from the Veterans' Relief Fund.

3.7 COMPLAINT PROCESS

Applicants who have been denied assistance may file a written complaint with Human Services. When a complaint is received, the applicant's information is verified, and the claim is approved or disapproved by Human Services. Human Services will have 15 days to respond to the complainant in writing. If disapproved, a written explanation will be provided.

If an applicant is not satisfied with a written explanation from Human Services disapproving a complaint, the applicant may appeal the disapproval in writing to the Board of Commissioners within 15 days from the date Human Services sent the applicant its written explanation. After receiving the appeal, the Board of Commissioners will issue a decision. At its discretion, the Board of Commissioners may: (1) issue its decision based on the information already before the Board; or (2) request additional information from the applicant and/or Human Services and either issue its decision after conducting a quasi-judicial hearing on the matter, or issue its decision without a hearing.

SECTION IV

ELIGIBILITY UNDER STATE LAW

SECTION IV. ELIGIBILITY UNDER STATE LAW

4.1 STATUS AS A VETERAN

An applicant for assistance from the Veterans Relief Fund must be a veteran who qualifies as a veteran under the definition set forth in RCW 73.08.005(5).

4.2 DOCUMENTATION OF SERVICE

Applicants must provide documentation of service deemed acceptable by Human Services. Such documentation typically includes a veteran's DD-214, VA Statement of Service, or if discharged prior to 1950, a certificate of discharge. Documentation must include a statement of the character of service. Examples of documentation can include: a HINQ print out, a letter from a HUD VASH case worker stating the veteran's discharge or other correspondence with the VA stating the character of discharge.

Any documents that appear to have been altered or that are deemed questionable may be refused by Human Services. Human Services may, at its discretion, require certified copies of documents in question, and may choose to require additional documentation to determine eligibility for services.

4.3 FAMILY MEMBERS ENTITLED TO APPLY

Family members entitled to apply for assistance are those family members who meet the definition provided in RCW 73.08.005(2). This definition includes the spouse, domestic partner, surviving spouse, surviving domestic partner, and dependent children of a living or deceased veteran or a service member who was killed in the line of duty regardless of the number of days served.

4.4 DOCUMENTATION FOR FAMILY MEMBERS

If the applicant is a minor child, a birth certificate must be provided. If the applicant is a widow or widower, marriage and death certificates must be provided.

SECTION V

ELIGIBILITY POLICY

FOR VETERANS

SECTION V. ELIGIBILITY POLICY FOR VETERANS

5.1 FREQUENCY OF APPLICATIONS

Veterans must reapply for the grant each time they seek assistance to the grant during the twelve-month period of time. Also, applicants may receive the maximum allotment of assistance at any time within a twelve-month period.

5.2 RESIDENCY

Applicants must have been residents of Benton County for at least 90 days. Applicants must present proof of residency. An exception can be made if the Veteran has been discharged from military service in the last 90 days and has moved to Benton County during that 90-day period.

5.3 INCOME REQUIREMENTS

An applicant must be indigent to be eligible. Indigence is defined as income at or below 150% of Federal Poverty Guidelines or is food stamp eligible. The Department of Human Services can look up the Veterans food stamp eligibility with the Veterans consent. An indigent applicant needs assistance when he and his family have exhausted their resources and other sources of assistance are necessary for their relief. Such other sources include, but are not limited to, unemployment compensation, veterans' administration grants and pensions, public assistance, private insurance coverage, or other available sources of income. If a Veteran is homeless and has a HUD VASH housing voucher, the income can be waived one time only without having to apply for a waiver. Proof of homelessness and HUD VASH assistance is required.

5.4 WAIVERS

In extraordinary circumstances, Human Services may request the Board of Commissioners to waive the income guidelines or the limit of disbursement. This will only be done when there are specific circumstances that warrant such a waiver. The Waiver Request Form shall be completed by the applicant or service officer and then submitted to the Board of Commissioners for a decision. If granted, the waiver is good for one year.

5.5 REPORTING

Human Services will provide participating Service Organizations with a list of all the applicants who receive assistance. This will be done regularly for verification and tracking purposes.

SECTION VI

APPLICATION PROCEDURES

SECTION VI. APPLICATION PROCEDURES

6.1 PROCESSING BY SERVICE OFFICERS

Applicants can go to a Veterans Service Organization that works with Human Services. All voucher requests will be forwarded to Human Services with the appropriate required forms and documentation needed for review and payment. Food vouchers will be given directly to applicants after the Service Organization reviews and verifies that the applicant is eligible. Applicants may choose to go to Human Services directly for assistance.

6.2 APPROVAL BY HUMAN SERVICES

After a Veterans Service Organization forwards voucher requests to Human Services, Human Services will review and make sure the applicant is eligible and then process the voucher. Human Services will enter all vouchers paid in the Veterans Relief Fund spreadsheet for tracking purposes.
If Human Service's staff are unable to make a determination on eligibility, the attorney for the Veterans' Relief Fund will be consulted and will give his/her opinion on eligibility.

If proper documentation is provided, relief will be available based on need and policy as defined previously. If proper documentation is not provided, the applicant will be required to obtain the missing information prior to disbursement of funds.

6.3 REFERRAL TO OTHER RESOURCES

When appropriate, eligible and ineligible applicants will be referred to other community resources for services.

6.4 REFUSAL OF SERVICE

Service officers and employees of Human Services will refuse service to disorderly or abusive individuals. Services may also be refused to individuals under the influence of alcohol or other drugs.

SECTION VII

VOUCHER PROCESS

SECTION VII. VOUCHER PROCESS

7.1 VERIFICATION WITH HUMAN SERVICES

Before a voucher is issued, the service officers shall verify that the applicant has not reached the maximum amount available for a twelve-month period by referring to the tracking spreadsheet provided by Human Services. If no verification is made and Human Services determines that the applicant is not eligible, the Service Organization submitting the claim becomes responsible for the payment.

7.2 COMPLETING THE VOUCHER

The initial voucher request will be signed by the Veteran and the Veterans Service Organization or Human Services. Human Services will submit proper documentation to the auditor's office for payment and file both the voucher and application in the clients file. Vouchers cannot be made out to the applicant.

The voucher consists of the vendor's name and address, the applicant's name, the date of the invoice, and the amount it is being issued for.

Human Services will sign off on all voucher requests and forward to the Auditors office for payment. Food vouchers will be given directly to the applicants either from the Veterans Service Organization or Human Services. The Grocery stores will send statements with itemized receipts to Human Services for payment.

7.3 VOUCHER DOCUMENTATION

Claims against the Veterans' Relief Fund are submitted by completing a voucher and providing proper backup documentation. At a minimum, documentation supporting each claim shall consist of the following:

1) Rental/Deposit/Application Fees Assistance - A completed Rental Assistance Form, a lease agreement, and an eviction notice (if applicable).
2) Background Checks - Letter or statement from employer is needed or a housing application.
3) Hotel/Motel Voucher for homeless Veterans - A homeless status verification from a third party is required for assistance. Voucher will only pay up to 1 week at selected hotel/motel of the

Department of Human Services. This assistance is one time only. Once a Veteran has used this service, they cannot use it again.

4) Transportation Assistance – Bus Passes from Ben Franklin Transit are available for eligible applicants that do not have other means for transportation.
5) Utility Assistance - A monthly statement for water, sewer, electrical, or gas used. Human Services can call the utility company to verify the amount owed.
6) Food Assistance - A food voucher will be given directly to the applicant requesting it. The applicant will then submit the voucher to the authorized grocery vendor upon purchase. A receipt detailing purchases, and a billing invoice will be sent to Human Services by the grocery vendor for payment. Section 3(k) of the Food and Nutrition Act of 2008 (the Act) and SNAP regulations at 7 CFR § 271.2 define eligible foods. Any food items that food stamps (SNAP) can cover, the Veterans Relief Fund can pay for.

Food vouchers cannot be used to buy:
- Alcoholic beverages;
- Tobacco or cigarettes;
- Household supplies, soaps, or paper products;
- Medicine or vitamins;
- Any other nonfood item;
- Pet foods or supplies

Food vouchers can be used to buy:
- Foods for human consumption; and
- Seeds and plants which produce food

7) Burial Expense. The veteran's or acceptable family member's death certificate and a receipt from the funeral home with details of the balance owed. Not to exceed $1,000.00.

8) Safety Equipment. A letter or statement from the employer will be required.

9) Dental Assistance. This is a once in a lifetime assistance. Once the applicant has used this service, they cannot use it again. The applicant will sign a declaration of understanding acknowledging they know they cannot utilize this service again. The amount of assistance is capped no more than $2,000.00 per applicant will be

given. This assistance can be given on top of the regular amount of assistance stated in section 3.5 (1).

11) Childcare Assistance. A W-9 is needed from the childcare provider to pay the provider. Human Services will verify with the childcare provider the amount owed.

By their signatures below, Benton County acknowledges the Policies and Procedures for the Benton County Veterans Assistant Fund.

Dated this _____ day of _____, 2020

_____

Chair
Benton County Commissioners

Attest:

_____

Clerk of the Board, Benton County

Approved as Content:

B/F Counties Dept. of Human Services

Approved as to Form:

Benton County Prosecuting Attorney's Office

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	DSHS Long-Term Payables
Presenter:	Kyle Sullivan
Prepared By:	Deena Horton
Reviewed By:	Kyle Sullivan

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed:

- ☐ Discussion Only (1st)
- ☐ Discussion Only (2nd)
- ☐ Decision/Direction
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance

Summary / Background Information

The Division of Social and Health Services (DSHS) specifies the procedure by which DSHS will assess and if necessary, adjust the Long-Term Payable it provides to the County for the year 2019-20; and

This Amendment will extend the end date of the Agreement from June 30, 2020 to June 30, 2021.

Fiscal Impact

Amount: There is no fiscal impact, just extending the end date.

Fund: 0108-101

Recommendation

Sign the First Amendment of Agreement # 1963-56820 with DSHS for the Long-Term Payables that extends the end date of the Agreement from June 30, 2020 to June 30, 2021.

Suggested Motion

Move to accept the First Amendment of Agreement # 1963-56820 with DSHS for the Long-Term Payables that extends the end date of the Agreement from June 30, 2020 to June 30, 2021.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF THE FIRST AMENDMENT TO AGREEMENT #1963-56820 THAT SETS FORTH THE PROCEDURE BY WHICH DEPARTMENT OF SOCIAL AND HEALTH SERVICES WILL ACCESS AND ADJUST THE LONG-TERM PAYABLE IT PROVIDES TO THE COUNTY BETWEEN THE BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND DIVISION OF SOCIAL AND HEALTH SERVICES (DSHS)

WHEREAS, the Division of Social and Health Services (DSHS) specifies the procedure by which DSHS will assess and if necessary, adjust the Long-Term Payable it provides to the County for the year 2019-20; and

WHEREAS, this Amendment will extend the end date of the Agreement from June 30, 2020 to June 30, 2021; and NOW THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accept the proposed First Amendment to Agreement #1963-56820;

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, First Amendment of Agreement #1963-56820 with DSHS to extend the end date from June 30, 2020 to June 30, 2021.

Dated this ..... day of . . . . . ., 2020

_____
Chair

_____
Member

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

Attest:

_____
Clerk of the Board

Originals (2): Benton County, Human Services

Washington State Department of Social & Health Services *Transforming lives*	**COUNTY PROGRAM or INTERLOCAL** **LONG-TERM PAYABLE AGREEMENT** **AMENDMENT**	DSHS CONTRACT NUMBER: 1963-56820 Amendment No. 01

This Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number
Click here to enter text.
Contractor Contract Number

CONTRACTOR NAME	CONTRACTOR doing business as (DBA)	
Benton County	Benton and Franklin Counties	
CONTRACTOR ADDRESS Department of Human Services 7102 West Okanogan Place Suite 201 Kennewick, WA 99336-	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 035-000-971	DSHS INDEX NUMBER 1122

CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Tammy McKeirnan	(509) 783-5284	Click here to enter text.	tammy.mckeirnan@co.benton.wa.us

DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE
Facilities, Finance and Analytics Administration	Financial Services	8030CS-63

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Mariann Schols Manager, Finance	PO Box 45842 Olympia, WA 98504-5842

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS
(360)902-8170	(360)664-5775	scholmj@dshs.wa.gov

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?	CFDA NUMBERS
No	

AMENDMENT START DATE	**CONTRACT END DATE**
07/01/2020	06/30/2021

PRIOR MAXIMUM CONTRACT AMOUNT	AMOUNT OF INCREASE OR DECREASE	TOTAL MAXIMUM CONTRACT AMOUNT
$0.00	N/A	**Based on Annual Review**

REASON FOR AMENDMENT;
CHANGE OR CORRECT PERIOD OF PERFORMANCE

ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Amendment by reference:
☐ Additional Exhibits (specify):

This Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original County Program Agreement or Interlocal Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original County Program Agreement or Interlocal Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Amendment, and have authority to enter into this Amendment.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	Clarissa Brechwald, Contracts Consultant DSHS Central Contracts and Legal Services	

This Agreement between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. DSHS extends the Agreement End Date twelve months from June 30, 2020, to June 30, 2021, as stated on Page One of this Amendment.

All other terms and conditions of this Agreement remain in full force and effect.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Next Available
Subject:	Kennewick Public Hospital District No.1 Feasibility Study Interlocal Agreement
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Summary / Background Information

Benton & Franklin Counties would like to enter into an Interlocal Agreement with Kennewick Public Hospital District No.1 to secure a feasibility study to determine the siting and operating of a behavioral health and addiction recovery facility, specifically located at 900 S. Auburn St., Kennewick, WA.

Fiscal Impact

Amount: Up to $25,000.00 total with a total contribution from each County of up to $12,500.00.

Fund: Human Services Fund 0108.101

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 Interlocal Agreement between Benton County, Franklin County, and Kennewick Public Hospital District No.1, and to authorize the Chair to sign of behalf of the Board.

Kyle Sullivan, DHS Manager

JOINT RESOLUTION

BENTON COUNTY RESOLUTION _____

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF AN INTERLOCAL AGREEMENT TO SECURE A FEASIBILITY STUDY OF A MENTAL HEALTH AND ADDICTION RECOVERY FACILITY, BETWEEN BENTON COUNTY AND FRANKLIN COUNTY AND KENNEWICK PUBLIC HOSPITAL DISTRICT NO.1.

WHEREAS, RCW 39.34.080 authorizes a public agency to enter into an Agreement with another public agency to perform any governmental activity that each public agency is authorized by law to perform; and

WHEREAS, Kennewick Public Hospital District No.1 will secure studies to determine the feasibility of siting and operating a behavioral health and addiction recovery facility, specifically located at 900 S. Auburn St., Kennewick, WA; NOW THEREFORE,

BE IT FURTHER, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, the Interlocal Agreement with Kennewick Hospital District No.1 for a total up to $25,000.00, up to $12,500.00 from Benton County and up to $12,500.00 from Franklin County; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences May 1, 2020 by Benton County Commissioners and Franklin County Commissioners and shall terminate on July 1, 2020.

Dated this ..... day of . . . . . ., 2020

_____
Chair

_____
Member

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

Attest:

_____
Clerk of the Board

Dated this ..... day of . . . . . , 2020

_____
Chair

_____
Member

_____
Member
Constituting the Board of County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Mari Clark 4.29.20

INTERLOCAL AGREEMENT

between

BENTON COUNTY AND FRANKLIN COUNTY AND KENNEWICK PUBLIC HOSPITAL DISTRICT
for
Determining the Feasibility of Mental Health and Addiction Recovery Facility

This INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is entered into pursuant to RCW 39.34, as of this first day of May, 2020, by Benton County, a political subdivision, Franklin County, a political subdivision (hereinafter "Counties" or "County") and Kennewick Public Hospital District No. 1, a municipal corporation (hereinafter "District"), collectively referred to in this Agreement hereafter as the "Parties" or "Party".

WHEREAS; it is the mutual advantage of the Parties to cooperate in securing studies to determine the feasibility of siting and operating a behavioral health and addiction recovery facility within the Tri-City Regional area and specifically located at 900 S. Auburn St. Kennewick, WA (hereinafter "Auburn Campus") in furtherance of each entities obligation to provide for the health and safety of our communities and in order to make the most efficient use of their powers to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS; RCW 39.34.080 authorizes a public agency to enter into an Agreement with another public agency to perform any governmental activity that each public agency is authorized by law to perform, provided that such Agreement shall be authorized by the governing body of each Party,

NOW THEREFORE; Counties and District agree to the following:

1. The District has procured the services of Ascension Recovery Services (hereinafter "Ascension") and Arculus Design & Technical Services (hereinafter "Arculus) to perform two feasibility studies of the Auburn Campus;
    a. Ascension's study will identify the components required for the operation of the facility including expenses and revenues.
    b. Arculus's study is for the conceptual design including the conversion cost estimate.
2. The District may confer with Counties from time to time during the studies to update Counties on the status of completion of the reports;

3. Upon completion of the reports, the District shall remit final payment to Ascension and Arculus.

4. The District shall provide a copy of the completed reports to Counties, and will submit an invoice to each County for the lesser of Twenty Five Percent (25%) of the total

cost of both studies or Twelve Thousand Five Hundred Dollars ($12,500.00). The Counties will have thirty (30) days to submit payment to the District.

5. Parties will jointly own the completed feasibility studies performed by Ascension and Arculus. Each Party shall be entitled to utilize the reports in any manner it determines is best, and shall have no obligation to follow any recommendations that may be in the reports.

6. The Counties or the District may terminate this Interlocal Agreement with thirty (30) days written notice to other parties. Notice shall be given at the addresses set forth below.

7. Term of Agreement and Termination. This Agreement is effective upon the signature of all Parties and terminates on July 1, 2020, or upon completion of the reports and payment to the District by the Counties, whichever is later.

8. No Separate Legal Entity. No new, separate administrative or legal entity is to be established in association with this Agreement nor to conduct the cooperative undertaking described herein. The representatives set forth below shall be joint administrators of this cooperative undertaking. Neither party is acquiring, holding or disposing of real or personal property with the exception of the completed feasibility studies that will be owned by both parties to this Agreement.

9. Severability. In the event that any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid; such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

10. Recording. This Agreement shall be recorded with the Benton and Franklin County Auditor or shall be posted on the websites of the Parties.

11. Governing Law. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action venue shall lie exclusively in Benton County, Washington and the prevailing party shall be entitled to its reasonable attorney fees and costs.

12. Modification. This Agreement represents the entire Agreement between the Parties. No change, termination, or attempted waiver of any of the provisions of this Interim Agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the Parties. This Agreement may be modified, supplemented, or otherwise affected by the course of dealing between the Parties due

to change of scope, practice, legal requirements, labor contracts, or adverse monetary considerations.

13. Disputes. If a dispute arises between the COUNTIES and the DISTRICT representatives as set forth below in Section 14 shall meet and in good faith attempt to resolve the dispute. If the dispute cannot be resolved, with or without the assistance of Mediation, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A.

14. Notices. Each Party will have a representative. Each Party may change its' representative upon providing written notice to the other party. The Parties representatives are as follows:

The District:
Gary Long
PO Box 6974.
Kennewick, WA 99336
509-948-0930
glong@kenkphd.com

Benton County:
Kyle Sullivan
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
509-737-3909
kyle.sullivan@co.benton.wa.us

Franklin County:
Kyle Sullivan
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
509-737-3909
kyle.sullivan@co.benton.wa.us

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

BENTON COUNTY

_____
By:
Its: Chairman
Date: _____

KENNEWICK PUBLIC HOSPITAL DISTRICT NO. 1

_____
By: Gary Long
Its: President
Date: 4/29/20

FRANKLIN COUNTY

By:
Its: Chairman
Date: _____

HUMAN SERVICES
Approved to Content:

By:
Its: Manager
Date: 4/29/2020

BENTON COUNTY PROSECUTOR
Approved to Form:

By: Eric Andrews
Its: Prosecuting Attorney
Date: 4/29/2020

FRANKLIN COUNTY PROSECUTOR
Approved to Form:

By: Jen Johnson
Its: Prosecuting Attorney
Date: 4/28/2020

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	Emergency Housing Program
Presenter:	
Prepared By:	Linda Ivey
Reviewed By:	Matt Rasmussen & Kyle Sullivan

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

Summary / Background Information

The Board gave verbal direction on May 12, 2020 to expand the Emergency Housing Program by an amount up to $500,000 due to Covid 19 during the term May 12, 2020 to December 31, 2020.

Fiscal Impact

Amount: **$500,000**
Fund: **Homeless Housing Fund number 0154101 or a new revenue source such as a Grant or a combination of both**

Recommendation

Pass the Resolution

Suggested Motion

Pass the Resolution for the expansion of the Emergency Housing Program administered by the Benton County Department of Human Services due to Covid 19, in an amount up to $500,000, during the term of May 12, 2020 to December 31, 2020.

Orig Commissioners
cc: Human Services

Prepared by Linda Ivey

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXPANSION OF THE EMERGENCY HOUSING PROGRAM ADMINISTERED BY THE BENTON COUNTY DEPARTMENT OF HUMAN SERVICES DUE TO COVID 19.

WHEREAS, the Benton County Department of Human Services administers the Emergency Housing Program for Benton County; and

WHEREAS, the ongoing COVID 19 pandemic has created unprecedented need for assistance to the Community to ensure financial stability and stable housing; and

WHEREAS, in order to provide such stability the Board of Benton County Commissioners, wish to expand the Emergency Housing Program to assist residents of Benton County during the COVID 19 pandemic with rent payments, utility payments and other housing needs; and

WHEREAS, the Emergency Housing Program expansion is between May 12, 2020 and December 31, 2020 in an amount up to $500,000; and

WHEREAS, the funding for the expansion of the program may come from the Homeless Housing Fund number 0154101, which has funds in its reserve but had not intended to spend them this budget cycle, or a new revenue source such as a Grant, or a combination of both; **NOW THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, approve the expansion of the Emergency Housing Program administered by the Benton County Department of Human Services due to COVID 19; and

BE IT FURTHER RESOLVED, the Emergency Housing Program expansion term is between May 12, 2020 and December 31, 2020; and

BE IT FURTHER RESOLVED, the Emergency Housing Program expansion amount is up to $500,000.

Dated this_____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Human Services

Prepared by Linda Ivey

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 05/12/20 BC 05/26/20
Subject:	Termination of Public Works Contract with A-One Refrigeration & Heating, Inc.
Presenter:	
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

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

Summary / Background Information

Attached for board review and approval is the Notice of Termination of Public Works Contract with A-One Refrigeration & Heating, Inc. and Benton-Franklin Counties Juvenile Justice Center.

In accordance with Section 16(a) of the Contract the Benton-Franklin Counties Juvenile Justice Center has elected to terminate the Contract on May 8, 2020 due to no longer needing services from A-One Refrigeration & Heating, Inc.

Fiscal Impact

Amount: The Contract is being terminated in which no fiscal impact is present.

Fund:

Recommendation

We recommend that the Boards of Commissioners of Benton County and Franklin County approve and sign the Notice of Termination of Public Works Contract with A-One Refrigeration & Heating, Inc. and Benton-Franklin Counties Juvenile Justice Center as written.

Suggested 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 Notice of Termination of Public Works Contract with A-One Refrigeration & Heating, Inc.

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 AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON AND FRANKLIN COUNTY COMMISSIONERS TO SIGN THE ATTACHED TERMINATION LETTER FOR THE PUBLIC WORKS CONTRACT WITH A-ONE REFRIGERATION HEATING & INC.

WHEREAS, by Benton County Resolution 2018 986 and by Franklin County Resolution 2018 353 signed on December 18, 2018 and December 4, 2018 respectively, Benton Franklin Counties Juvenile Justice Center entered into a Contract with A-One Refrigeration & Heating, Inc.for Detention kitchen equipment repairs; and

WHEREAS, per Section 16(a) of the contract, Benton Franklin Counties Juvenile Justice Center at its sole discretion may terminate any time when it is in the best interest of Benton Franklin Counties Juvenile Justice Center; and

WHEREAS, the Administrator recommends the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners sign the attached letter to terminate the contract between Benton Franklin Counties Juvenile Justice Center and A-One Refrigeration & Heating, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners are hereby authorized to sign the attached letter to A-One Refrigeration & Heating, Inc.to terminate the contract between Benton Franklin Counties Juvenile Justice Center and A-One Refrigeration & Heating, Inc.; and

BE IT FURTHER RESOLVED, said contract shall terminate on May 8, 2020.

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

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

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

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-A-One, 1-Juvenile

R. Garcia

Benton County Commissioners

James Beaver, Chairman
Jerome Delvin, Chair Pro Tem
Shon Small, Member
(509) 786-5600
(509) 736-3080 (toll free from Tri-Cities)

BENTON AND FRANKLIN COUNTIES

Franklin County Commissioners

Robert E. Kock, Chairman
Brad Peck, Chair Pro Tem
Clint Didier, Member
(509) 545-3535

April 28, 2020

A-One Refrigeration & Heating, Inc.
Attn: Rob Ivey
910 N. 20th Ave.
Pasco, WA 99301

Re: Notice of termination of Public Works Contract with A-One Refrigeration & Heating, Inc. and Benton Franklin Counties Juvenile Justice Center

Dear Rob Ivey:

The Boards of County Commissioners for Benton County and Franklin County have determined it to be in the best interest of both Counties to terminate the above referenced Public Works Contract. This is notice by Benton County and Franklin County of the termination of the Public Works Contract signed by you on November 19, 2018 and by the Board of Benton County Commissioners, Resolution No. 2018 986, and the Board of Franklin County Commissioners, Resolution No. 2018 353, on December 18, 2018 and December 4, 2018 respectively. The above referenced Public Works Contract is hereby terminated effective on May 8, 2020, pursuant to Section 16(a) of the Public Works Contract.

Dated this ____ day of _____, 2020

Benton County Board of Commissioners

_____
Chairman of the Board

Attest:

_____
Clerk of the Board

Dated this ____ day of _____, 2020

Franklin County Board of Commissioners

_____
Chairman of the Board

Attest:

_____
Clerk of the Board

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 June , 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

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Parks Dept Nbr: 126

Fund Name: Current Expense Fund Nbr: 0000101

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	3201	Vehicle Fuel	$1,500	576-800	9802	ER&R Vehicle Maint.	$1,500
TOTAL			$1,500	TOTAL			$1,500

Explanation:

Transfer needed to pay for vehicle maintenance performed by the Road Dept. that was not originally budgeted.

Prepared by: Cami McKenzie Date: 15-May-2020

Approved ❑ Denied ❑ Date: 6/2/2020

Chairman

Member

Member

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: TRANSFER OF FUNDS WITHIN COUNTY ROAD FUND 0101-101, DEPARTMENT NUMBER 500

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

Dated this 2nd day of June, 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

D Calhoun

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Road

Dept Nbr: 500

Fund Name: County Road

Fund Nbr: 0101101

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
542.312	9300	Interfund Supplies	100,000	542.315	9500	Interfund Rentals	500,000
542.313	9300	Interfund Supplies	154,000	542.640	9500	Interfund Rentals	50,000
542.315	9300	Interfund Supplies	100,000	542.660	9500	Interfund Rentals	25,000
542.413	9300	Interfund Supplies	6,000	542.670	9500	Interfund Rentals	45,000
542.712	9300	Interfund Supplies	40,000	542.714	9500	Interfund Rentals	10,000
518.620	9500	Interfund Rentals	5,000	542.910	9500	Interfund Rentals	10,000
542.312	9500	Interfund Rentals	35,000	542.920	9500	Interfund Rentals	32,000
542.313	9500	Interfund Rentals	80,000	544.200	9500	Interfund Rentals	26,000
542.319	9500	Interfund Rentals	5,000	543.510	9504	Building/Office Rent	14,000
542.412	9500	Interfund Rentals	10,000	542.413	9100	Interfund Professional Svcs	13
542.413	9500	Interfund Rentals	20,000	595.110	9100	Interfund Professional Svcs	100
542.414	9500	Interfund Rentals	15,000	595.120	9100	Interfund Professional Svcs	100
542.511	9500	Interfund Rentals	2,000				
542.541	9500	Interfund Rentals	2,000				
542.620	9500	Interfund Rentals	5,000				
542.711	9500	Interfund Rentals	30,000				
542.712	9500	Interfund Rentals	30,000				
542.713	9500	Interfund Rentals	50,000				
542.800	9500	Interfund Rentals	9,000				
518.620	4100	Professional Services	14,000				
543.100	9100	Interfund Professional Svcs	13				
595.400	9100	Interfund Professional Svcs	200				
TOTAL			$712,213	TOTAL			$712,213

Explanation:

Reallocate Interfund Supplies, Rentals, and Professional Services to where funds are expected to be utilized. Move funds to cover rent from ER&R to Road for Wiser shop.

Prepared by: Debbie Calhoun

Date: 02-Jun-2020

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

for complete bid packet, contact commissioners' office

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	Permission to advertise & proceed with Finance TI and Restroom Addition Project
Presenter:	
Prepared By:	slc
Reviewed By:	R. Blain

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

Summary / Background Information

In 2018 the Board created an office of Budget and Finance under the County Administrator to be located at the Justice Center. Additional office space is needed for the department. There is approximately 2,800 SF of previously unfinished internal office and workspace that will be built out to accommodate the need. In addition, the former Facilities room will be reconfigured into two additional restrooms.

A bid packet #CB20-14 has been prepared by Wave Design Group of Kennewick. The plans have been signed by an Architect licensed by the State of Washington and a departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved the bid packet.

Fiscal Impact

Amount: Architect's estimate $350,000.00

Fund: Capital Projects Fund

Recommendation

It is recommended that the Board of Benton County Commissioners authorize the Director of Operations and Capital Programs to proceed with the advertisement and bid process for Bid No. CB20-14 Benton County Finance Department Tenant Improvement and Restroom Addition project.

Suggested Motion

Approve as part of the Consent Agenda.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUESTING AUTHORIZATION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR THE BENTON COUNTY FINANCE DEPARTMENT TENANT IMPROVEMENT AND RESTROOM ADDITION PROJECT AT THE BENTON COUNTY JUSTICE CENTER IN KENNEWICK, WASHINGTON

WHEREAS, in 2018 the Board created an office of Budget and Finance under the County Administrator to be located at the Justice Center; and

WHEREAS, additional office space is needed for the department and such space is available in an unfinished portion of the Justice Center; and

WHEREAS, two additional restrooms will be reconfigured out of former Facilities staff space; and

WHEREAS, a bid packet (No. CB 20-14) has been prepared by Wave Design Group of Kennewick, Washington for the construction of tenant improvements for the Finance Department and two additional restrooms; and

WHEREAS, the plans have been signed by an Architect licensed by the State of Washington; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved the bid packet; **NOW, THEREFORE,**

BE IT RESOLVED the Board of County Commissioners authorizes the Director of Operations and Capital Programs to proceed with the advertisement and bid process for Bid No. CB 20-14 Finance Department Tenant Improvement and Restroom Addition project.

Dated this 2nd day of June, 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig: Public Works S. Christen

CONSTRUCTION SPECIFICATIONS – Volume 1

for

BENTON COUNTY JUSTICE CENTER FINANCE DEPARTMENT TENANT IMPROVEMENT AND RESTROOM ADDITION

at the

Benton County Justice Center

7122 West Okanogan Place

Kennewick, WA 99336

Benton County Project No. CB20-14

PREPARED BY:

WAVE DESIGN GROUP
ARCHITECTURE • ENGINEERING • INTERIOR DESIGN
418 N. Kellogg St., Ste. B • Kennewick, WA 99336

WDG Project No.: 18-111

Date: April 29, 2020

DOCUMENT 000101 - PROJECT TITLE PAGE

1.1 REVISED PROJECT MANUAL VOLUME 1

A. Benton County Justice Center Finance Department Tenant Improvement and Restroom Addition

B. Benton County.

C. Kennewick, Washington.

D. Owner Project No. CB20-14

E. Architect Project No. 18-111.

F. WAVE DESIGN GROUP ARCHITECTURE • ENGINEERING • INTERIOR DESIGN

G. Michael A. Corbin, AIA

H. 418 North Kellogg Street, Suite B

I. Kennewick, WA 99336

J. Phone: (509) 737-1000

K. Web Site: www.wavedesigngroupllc.com

L. Issued: April 29, 2020.

M. Copyright 2020 Wave Design Group. All rights reserved.

END OF DOCUMENT 000101

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DOCUMENT 001113 - ADVERTISEMENT FOR BIDS

1.1 PROJECT INFORMATION

A. Notice to Bidders: Qualified bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.

1. Regulatory Requirements: Washington State Law and Benton County Procurement policy shall govern submittal, opening, and award of bids.

B. Project Identification: Benton County Justice Center Finance Department Tenant Improvement and Restroom Addition

1. Project Location: 7122 West Okanogan Place, Kennewick, WA 99336

C. Owner: Benton County 7122 West Okanogan Place, Kennewick, WA 99336

1. Owner's Representative: Robert Blain, (509) 736-2704, robert.blain@co.benton.wa.us

D. Architect: Wave Design Group, Michael A. Corbin AIA, (509) 737-1000 mike@wavedesigngroupllc.com

E. Project Description:

1. Finance Department Tenant Improvement: This Project consists of the build out of approximately 2,800 SF of previously unfinished internal office and work space within an existing steel framed Type II-B sprinklered building.

a. Project cost range is anticipated to be under $193,000.

2. Restroom Renovation: This Project consists of the reconfiguration of the former IT room into two new multi-user restrooms. The total area of work for this scope is approximately 1,830 SF within an existing steel framed Type II-B sprinklered building.

a. Project cost range is anticipated to be under $150,000.

F. Construction Contract: Bids will be received for the following Work:

1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: June 22, 2020.
2. Bid Time: 10:00a.m., local time.

3. Location: Benton County Commissioners Office, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336

B. Bids will be thereafter publicly opened and read aloud.

1.3 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETING

A. Recommended Prebid Meeting: See Document 002513 "Prebid Meetings."

B. Prebid Meeting: A Prebid meeting for all bidders will be held at Benton County Justice Center, 7122 W. Okanogan Place, Building A, Kennewick, WA 99336 onJune 11, 2020 at 10:00 a.m., local time. Prospective prime bidders are requested to attend.

1. Bidders' Questions: Architect will provide responses at Prebid meeting to bidders' questions received up to two business days prior to conference.

1.5 DOCUMENTS

A. Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #6949773 on the website's Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for fifteen dollars ($15.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages as indicated in A104 Owner-Contractor Agreement.

1.7 BIDDER'S QUALIFICATIONS

A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.8 NOTIFICATION

A. This Advertisement for Bids document is issued by Robert Blain, Director of Operations and Capital Projects, Benton County

END OF DOCUMENT 001113

DOCUMENT 001116 - INVITATION TO BID

1.1 PROJECT INFORMATION

A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.

B. Project Identification: Benton County Finance Department Tenant Improvement and Restroom Addition

1. Project Location: 7122 West Okanogan Place, Kennewick, WA 99336

C. Owner: Benton County 7122 West Okanogan Place, Kennewick, WA 99336

1. Owner's Representative: Robert Blain, (509) 736-2704 robert.blain@co.benton.wa.us

D. Architect: Wave Design Group, Michael A Corbin, (509) 737-1000, mike@wavedesigngroupllc.com

E. Project Description:

1. Finance Department Tenant Improvement: This Project consists of the build out of approximately 2,800 SF of previously unfinished internal office and work space within an existing steel framed Type II-B sprinklered building.

a. Project cost range is anticipated to be under $193,000.

2. Restroom Renovation: This Project consists of the reconfiguration of the former IT room into two new multi-user restrooms. The total area of work for this scope is approximately 1,830 SF within an existing steel framed Type II-B sprinklered building.

a. Project cost range is anticipated to be under $150,000.

F. Construction Contract: Bids will be received for the following Work:

1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: June 22, 2020.
2. Bid Time: 10:00 a.m., local time.
3. Location: Benton County Commissioners Office, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336

B. Bids will be thereafter publicly opened and read aloud.

1.3 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETING

A. A prebid meeting for all bidders will be held at Benton County Justice Center, 7122 West Okanogan Place, Kennewick, WA 99336 on June 11, 2020 at 10:00 a.m., local time. Prospective bidders are recommended to attend.

1.5 DOCUMENTS

A. Online Procurement and Contracting Documents: Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #6949773 on the website's Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for fifteen dollars ($15.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages as stated in A104 Owner-Contractor Agreement.

1.7 BIDDER'S QUALIFICATIONS

A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

Dated this _____ day of _____, 2020.

Approved as to Form:

_____
Eric Andrews, Deputy Prosecuting Attorney
Benton County, Washington

END OF DOCUMENT 001116

SECTION 002100 – INSTRUCTIONS TO BIDDERS

1.1 CONSIDERATIONS

A. To be considered, Bids must be made in accordance with these Instructions to Bidders.

1.2 DOCUMENTS

A. Prime bidders may obtain sets of documents as stipulated in the "Notice To Bidders". Incomplete, partial or single-page copies will not be issued.

1.3 DEFINITIONS

A. All definitions set forth in the General Conditions and in other parts of the Contract Documents are applicable to the Bidding Documents.

B. Addenda are written or graphic instruments issued by the Architect prior to execution of the Contract for Construction, which interpret or modify the Bidding Documents by additions, deletions, clarifications or corrections.

C. A Bid is a complete and properly executed proposal to do the Work or designated portion thereof for the sums stipulated therein. To be valid Bids must be submitted in accordance with Bidding Document requirements.

D. "Bidding Documents" include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Instructions to Bidders and other sample bidding and contract forms. The "Contract Documents" consist of the Agreement Between Owner and Contractor, which include the Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to execution of the Contract.

E. A Bidder or "Bonafide Bidder" is a person or entity who submits a Bid.

F. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, labor or services for a portion of the Work.

1.4 BIDDER'S REPRESENTATIONS

A. Bidders shall carefully examine the documents and the site of the work to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions that can be determined by examining the site, existing structures, and documents

1. The Owner, in making documents available for bidding, confers no license or grant for any other use.

B. By submitting his Bid each Bidder represents that:

1. The Bidder has carefully examined the project site and the documents and understands the documents and the bid is made in accordance therewith.
2. The bid includes all costs to perform the work required by the contract documents considering all observable existing site and local conditions.
3. The Bidder is familiar with local labor conditions and state, local and federal regulations affecting the Work and has considered these factors in the preparation of his Bid.
4. The bidder is satisfied that the proposed contract Documents are adequate for purposes of providing and successfully completed the Work.
5. The Bidder/the Bidding Firm has adequate financial resources and will employ adequate numbers of qualified personnel to coordinate, schedule, supervise and perform the work in conformance with Contract Document requirements.

C. Asbestos-Free Materials: Bidder, if awarded a contract, hereby certifies and guarantees to the Owner that any products or materials sold, used or installed under the terms of the contract, will not contain any asbestos. In the event the product sold does not conform to the above standards, the Owner may return the product for correction or replacement at Bidder's option and at Bidder's expense. Services performed by the seller that do not conform to the above standards must be corrected by seller at seller's expense or make the appropriate correction within a reasonable time.

1.6 QUESTIONS

A. Submit questions about Contract Documents to Architect in writing to email address: mike@wavedesigngroupllc.com. Replies will be Addenda posted to the QuestCDN website. Owner and Architect will not be responsible for oral clarification. Questions received after June 12, 2020 will not be answered. No addenda will be issued less than 4 calendar days before the bid opening except for Addenda announcing a bid opening time extension.

1.7 SUBSTITUTIONS:

A. Specified materials, products and equipment indicated in the Bidding Documents establish a standard of required function, dimensions, appearance and quality to be met by any proposed substitution.

B. Where specific products and manufacturers are specified for any portion of the Work, such products and manufacturers shall be the basis for the Bid unless prior approval is granted by the Architect for substitution of products and/or manufacturer.

C. Bidders shall comply with the provisions of the project manual in requesting prior approval for proposed substitutions.

D. Requests for substitutions not in compliance with submittal requirements and not received by the Architect by June 12, 2020 will not be considered.

E. If the Architect approves, subject to limitations stated in the Project Manual, any proposed substitution, such approval will be set forth in an Addendum. Approvals made in any other manner shall not be valid.

F. No substitutions will be considered after the contract award except as specifically provided for in the Project Manual.

1.8 ADDENDA:

A. Addenda will be posted to www.questCDN.com . Addenda will be prepared and transmitted by the Architect. The Architect may elect to issue addenda by use of email.

1. Bidders are responsible for informing their sub-bidders of pertinent addenda provisions. Each Bidder is responsible for determining that he has received all addenda prior to submitting his Bid, and their receipt shall be acknowledged on the bid form. Receipt of Addenda must be acknowledged on the Bid Form.

1.9 PREPARATION OF BID

A. Submit bid on form furnished by Architect in the Bidding Documents, without alterations or recapitulation of work to be done. Fill in blank spaces on form. Sign in longhand. If bidder is a partnership or co-partnership, each partner must sign, if a corporation, print name of state of incorporation and legal signature of an officer authorized to bind corporation to a contract.

1. Fill in all blanks in the bid forms by typewriter or manually with ink. Where indicated, express sums in both words and numerals. In case of a discrepancy the amount written in words shall govern.
2. Any modification or erasures on the bid forms must be initialized by the Bidder.

B. Include all cost breakdowns requested on Bid Form. Failure to comply may be cause for rejection. No segregated bids or assignments will be considered.

C. Registrations: All firms bidding this project shall be licensed by the State of Washington in conformance with RCW 18.27 and shall furnish state registration number.

D. Receipt of Documents: The failure or omission of a bidder to receive or examine any form, instrument, addendum, or other document shall in no way relieve any bidder from obligations with respect to the bid or to the contract.

E. Bidder’s attention is directed to the insurance requirements in Document A104 Owner-Contractor Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance policies and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

F. The Bidder shall submit with the bid a list of:

1. Subcontractors list in accordance with RCW 39.30.060 and
2. The work those subcontractors will perform on the contract.

a. The bidder shall not list more than one Subcontractor for each category of work identified, except, when Subcontractors vary with Bid alternates, in which case the Bidder shall identify which Subcontractor will be used for which alternate.
b. If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

1.10 BID SUBMITTAL

A. Submit bid, bid security and any other required submittals in a sealed opaque envelope. Identify envelope with the name of the project and the name of the Bidder. Submit bid in accordance with Notice to Bidders. Delivery of bid opening to place of bid is the responsibility of the Bidder. Facsimile or email transmission of the Bid will not be accepted.

1.11 MODIFICATIONS OR WITHDRAWAL OF BID

A. Modifications of bids already received will be considered only if modification is made prior to scheduled closing time for receipt of bid. Modifications must be over signature of the bidder. Telegraphic, telephone facsimile or other means of modifications will not be accepted. Delivery of modifications is the responsibility of the Bidder. Withdrawal of bids may be accomplished at any time prior to schedule closing time for bid opening in writing and delivered to the clerk of the Board at the same location bids are delivered.

B. Should a bidder submit a bid form with all spaces not filled, the Owner at its sole discretion may consider such bid irregular and may reject the bid. The bidder agrees to hold the Owner harmless if the bid is rejected.

1.12 AWARD & EXECUTION OF CONTRACT

A. It is the intent of the Owner to award a Contract to the lowest responsible bidder as defined in RCW 39.04.350, provided the bid has been submitted in accordance with Bidding Document Requirements.

B. Within ten (10) calendar days after the award date, the successful bidder shall return the signed Contract, an insurance certification as required by the Contract, and satisfactory bonds as required below. Before execution of the contract by the County, the successful bidder shall also provide any pre-award information the County may require under the contract. If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of ten additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

C. The Owner reserves the right to reject any and/or all bids or to make further calls for bids in the same manner as the original call, or to waive any informalities.

D. Taxes, Permits, Fees:

1. Bid amounts, and the Contract sum, and any agreed variations thereof shall not include all taxes imposed by law. Sales Tax shall be collected from the Owner and will be paid to the State by the Contractor in conformance with the law. Contractor shall furnish proof of payment of all taxes required by law.
2. Bid amounts, and the Contract sum, shall include all fees for inspections required by public authorities including electrical permits, hook-up fees, temporary facility costs, fees and use charges, and licenses, except the building permit and plan check fees, which will be paid by the Owner.

E. Non-Discrimination:
1. As a condition of submitting a bid for the project, bidders and sub bidders, as applicable, agree to comply fully with requirements for nondiscrimination and employment of minorities per the laws of the State of Washington and other applicable State and Federal laws.

1.13 APPEAL OF INTENDED AWARD

A. Unsuccessful bidders may protest the intended award of the contract to the Owner. The protest shall be submitted in writing within 2 days after the determination of the Owner of the apparent lowest responsible bidder. The protest shall clearly state all of the facts upon which the protest is based. The Owner will respond in writing to the protest prior to the award of the Contract by the Owner. The response shall be the final decision of the Owner.

1.14 POST BID INFORMATION

A. A bidder whose proposal is under consideration shall, upon request, promptly furnish satisfactory evidence of his financial resources, his experience, and the organization and equipment he has available for the performance of the contract, and shall submit to the Owner, if requested, a properly executed AIA Document A305, Contractor's Qualification Statement.

B. Within seven (7) days of notification of selection for the award of a contract for the work, the bidder shall submit the following information to the Owner:

1. A designation of the work to be performed by the Bidder with his own forces.
2. The proprietary names and suppliers of principal items or systems of materials and equipment proposed for the work.

C. The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the bidding documents.

D. Prior to the award of the contract, the Owner will notify the Bidder in writing if the Owner has reasonable objection to any such proposed person or entity. If the Owner has a reasonable objection to any such proposed person or entity, the Bidder may, at his option: (1) withdraw his bid, or (2) submit an acceptable substitute person or entity with an adjustment in his bid price

which is equal to or less than the original bid price. If the Bidder fails or refuses to promptly submit an acceptable substitute person or entity with an adjustment in his bid price which is equal to or less than the original bid price, his bid shall be deemed withdrawn, and the Owner shall consider the next low bidder. In the event of either withdrawal or disqualification under this subparagraph, bid security will not be forfeited, notwithstanding other provisions of the bidding documents.

E. Persons and entities proposed by the bidder and to whom the Owner and the Architect have made no reasonable objection must be used for the work for which they were proposed and shall not be changed except with the written consent of the Owner and the Architect.

1.15 PERFORMANCE AND PAYMENT BONDS

A. The successful bidder shall file with the Owner a performance and payment bond, in the full amount of the contract, including Washington State Sales Tax, on form(s) acceptable to the Owner, as security for faithful performance of the Contract and the payment of all persons supplying labor and materials for construction and to cover all guarantees against defective workmanship or materials, or both, as required by the Contract Documents. The surety furnishing these bonds shall have a sound financial standing and a record of service satisfactory to the Owner and shall be authorized to do business in the State of Washington.

B. All bonds required in this invitation or under the contract documents shall be issued by a state authorized bonding company, licensed to transact business in Benton County and the State of Washington.

C. The attorney-in-fact (Resident Agent) who executes the bonds on behalf of the surety must attach a notarized copy of his power of attorney as evidence of his authority to bind the surety on the date of execution of the bonds.

END OF SECTION 002100

DOCUMENT 002600 - PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.

B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.3 PROCUREMENT SUBSTITUTIONS

A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:

1. Requests for substitution of materials and equipment will be considered if received no later than 9 days prior to date of bid opening.
2. Submittal Format: Submit Procurement Substitution Request, using format provided on Project Web site.

a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:

1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
2) Copies of current, independent third-party test data of salient product or system characteristics.
3) Samples where applicable or when requested by Architect.
4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.

c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 002600

DOCUMENT 003143 - PERMIT APPLICATION

1.1 PERMIT APPLICATION INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.

B. Permit Application: The building permit for Project has been applied for by Architect and Owner.

END OF DOCUMENT 003143

DOCUMENT 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

A. AIA Document A310, "Bid Bond," is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.

B. Copies of AIA standard forms may be obtained from The American Institute of Architects; www.aia.org/contractdocs/purchase/index.htm; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 004313

DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

A. Bidder: _____.

B. Project Name: Benton County Justice Center Finance Department Tenant Improvement and Restroom Addition

C. Project Location: 7122 West Okanogan Place, Kennewick, WA 99336

D. Owner: Benton County

E. Owner Project Number: CB20-14

F. Architect: Wave Design Group, Michael A. Corbin, AIA

G. Architect Project Number: 18-111

1.2 BIDDER'S CHECKLIST

A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.

B. Attach this completed checklist to the outside of the Submittal envelope.

1. Used the Bid Form provided in the Project Manual.
2. Prepared the Bid Form as required by the Instructions to Bidders.
3. Indicated on the Bid Form the Addenda received.
4. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
5. Bid envelope shows name and address of the Bidder.
6. Bid envelope shows name of Project being bid.

END OF DOCUMENT 004393

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	Award the contract for 2020 Crack Seal Project to Central Paving, LLC
Presenter:	
Prepared By:	slc
Reviewed By:	D. D'Hondt

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

Summary / Background Information

Per Resolution 2020-303 a call for bids was advertised for C.E. 2089 SMP – 2020 Crack Seal (CB20-11). On May 13, 2020 three bids were received and opened in the amounts on the attached tabulation. Central Paving, LLC was the lowest bidder at $276,300.00. The County Engineer recommends award of the bid to Central Paving, LLC.

A contract will be brought back to the Board at a later date.

Fiscal Impact

Amount: $276,300.00

Fund: Road Fund (0101101)

Recommendation

It is recommended by the County Engineer that the Board concur and award the contract for C.E. 2089 SMP – 2020 Crack Seal to Central Paving, LLC.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING C.E. 2089 SMP – 2020 CRACK SEAL TO CENTRAL PAVING, LLC, ELLENSBURG, WASHINGTON

WHEREAS, the County Engineer scheduled a bid call for C.E. 2089 SMP – 2020 Crack Seal; and

WHEREAS, three bids were received and opened on May 13, 2020, and are as set forth on the attached tabulation

Central Paving, LLC (CENTRPL856RJ) Ellensburg, Washington	$ 276,300.00
BCV, Inc. (BCVIN**994CF) Wenatchee, Washington	$ 309,100.00
Stripe Rite, Inc. (STRIPRI121JM) Kennewick, Washington	$ 373,784.00

WHEREAS, the County Engineer recommends award of the bid to Central Paving, LLC, Ellensburg, Washington as the lowest bidder; **NOW, THEREFORE,**

BE IT RESOLVED the Board of County Commissioners concurs with the County Engineer's recommendation and awards the bid for C.E. 2089 SMP – 2020 Crack Seal to Central Paving, LLC, Ellensburg, Washington in the amount of $276,300.00; and

BE IT FURTHER RESOLVED the Board of Benton County Commissioners direct staff to prepare a contract with Central Paving, LLC to be brought back to the Board for approval at a later date.

Dated this 2nd day of June, 2020.

_____
Chairman.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Public Works

S. Christen

PROJECT: CE 2089 SMP - 2020 CRACK SEAL-BST AREA 5 LOCATION: BENTON COUNTY LET BY: BOARD OF COUNTY COMMISSIONERS DATE: May 13, 2020; 2:00 p.m., Local Time				CENTRAL PAVING, LLC 1410 W. DOLARWAY RD. ELLENSBURG, WA 98926		BCV, INC. P.O. BOX 2898 WENATCHEE, WA 98807		STRIPE RITE, INC. 723 W. DESCHUTES AVE. KENNEWICK, WA 99336		ENGINEER'S ESTIMATE	
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	CRACK SEALING-TON	100.00	TONS	2,470.00	247,000.00	2,850.00	285,000.00	2,770.00	277,000.00	3,000.00	300,000.00
2	PROJECT TEMPORARY TRAFFIC CONTROL	1.00	L.S.	28,800.00	28,800.00	24,000.00	24,000.00	96,534.00	96,534.00	25,000.00	25,000.00
3	SPCC PLAN	1.00	L.S.	500.00	500.00	100.00	100.00	250.00	250.00	500.00	500.00
TOTAL BID				**$**	**276,300.00**	**$**	**309,100.00**	**$**	**373,784.00**	**$**	**325,500.00**

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

CE 2089 SMP – 2020 CRACK SEAL PROJECT

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
1	100	TONS	CRACK SEALING - TON	2,470	00	247,000	00
2	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	28,800	00	28,800	00
3	1	L.S.	SPCC PLAN	500	00	500	00
	TOTAL					276,300	00

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check_____ In the Amount of _____

Certified Check _____ ($_____) Payable to the County Treasurer of Benton County, Washington.

Proposal Bond ___X___ In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). N/A , _____, & _____.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

CONTRACTOR'S REGISTRATION NO. CENTRPL856RJ

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 075285-00-0

FIRM NAME: Central Paving, LLC

Joel Greear — Joel Greear Managing Member (Owner)
SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 11 day of May, 20 20.

ADDRESS OF BIDDER: 1410 W Dolarway Rd, Ellensburg, WA 98926

PRINCIPAL PLACE OF BUSINESS: Ellensburg, WA

TELEPHONE NO.: (509) 929-1044 EMAIL: Joel@CentralPavingLLC.com

NOTE: (1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

COUNTY OF
BENTON
WASHINGTON

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E. Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 0 percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: Central Paving, LLC

Signature: Jed Green

Date: May 11th, 2020

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, May 13, 2020, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Central Paving, LLC
Bidder's Business Name

Joel Greear
Signature of Authorized Official*

Joel Greear
Printed Name

Managing Member (Owner)
Title

May 11th, 2020	Ellensburg	WA
Date	City (where signed)	State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

N/A

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Central Paving, LLC of Ellensburg, WA as principal, and the North American Specialty Insurance Company, a corporation duly organized under the laws of the State of NH, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

CE 2088 SMP – 2020 CRACK SEAL PROJECT

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this 5th day of May, 2020.

Central Paving, LLC

(Principal)

North American Specialty Insurance Company
(Surety)

Lori McKimmy

(Attorney-in-fact) Lori McKimmy, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

KENNETH J. FRICK, LORI McKIMMY,
DONNA MARTINEZ, AARON McCOY, and RODNEY C. LEWIS
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 26 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

_____
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of May, 2020.

_____
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

CE 2089 SMP – 2020 CRACK SEAL PROJECT

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
1	100	TONS	CRACK SEALING - TON	2,850	00	285,000	00
2	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	24,000	00	24,000	00
3	1	L.S.	SPCC PLAN	100	00	100	00
	TOTAL					309,100	00

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check_____ In the Amount of _____

Certified Check _____ ($_____) Payable to the County Treasurer of Benton County, Washington.

Proposal Bond ✓ In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). _____, _____, & _____.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

CONTRACTOR'S REGISTRATION NO. BCVINC**994CF

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 832676007

FIRM NAME: BCV, Inc.

[signature] Brett Manning President
SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 12th day of May, 2020.

ADDRESS OF BIDDER: PO Box 2898, Wenatchee, WA 98807

PRINCIPAL PLACE OF BUSINESS: 3744 N George St, E. Wenatchee, WA 98802

TELEPHONE NO.: (509) 521-8528 EMAIL: brett.bcvinc@gmail.com

NOTE: (1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

COUNTY OF
BENTON
WASHINGTON

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E. Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 100 percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: BCV, Inc.

Signature: DM

Date: 3/12/20

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, May 13, 2020, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DCV, Inc.
Bidder's Business Name

Signature of Authorized Official*

Brett Manning
Printed Name

President
Title

3/12/20 | Wenatchee | WA
Date | City (where signed) | State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☑

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, B.C.V., Inc

of Washington

as principal, and the The Ohio Casualty Insurance Company, a corporation

duly organized under the laws of the State of New Hampshire, and authorized

to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

CE 2088 SMP – 2020 CRACK SEAL PROJECT

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this 4th day of May, 2020.

B.C.V., Inc

(Principal)

The Ohio Casualty Insurance Company

(Surety)

(Attorney-in-fact) Arianna Slotemaker

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8203150 - 969582**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jennifer Grenrood, Ellie Peck, Karyl A. Richter, Arianna Slotemaker

all of the city of Boise state of ID each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of February, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of February, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of May, 2020

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

CE 2089 SMP – 2020 CRACK SEAL PROJECT

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
1	100	TONS	CRACK SEALING - TON	2770	00	277,000	00
2	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	96,534	00	96,534	00
3	1	L.S.	SPCC PLAN	250	00	250	00
	TOTAL					373,784	00

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check_____ In the Amount of _____

Certified Check _____ ($_____) Payable to the County Treasurer of Benton County, Washington.

Proposal Bond ✓ In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). NA, & ____. NO ADDENDUMS

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

CONTRACTOR'S REGISTRATION NO. STRIPRI121JM

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 603514309

FIRM NAME: Stripe Rite Inc

Frank Ortiz

SIGNATURE OF AUTHORIZED OFFICIAL

Frank Ortiz Branch Mgr

(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 12th day of May, 2020.

ADDRESS OF BIDDER: 723 W Deschutes Ave Kennewick WA 99336

PRINCIPAL PLACE OF BUSINESS: S/A

TELEPHONE NO.: (509) 585 0181 EMAIL: frank@stripe rite.com

NOTE: (1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

COUNTY OF
BENTON
WASHINGTON

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E. Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 0 percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: Slope Rite Inc

Signature: Frank Lutz

Date: 5/12/20

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, May 13, 2020, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Stripe Rite Inc
Bidder's Business Name

Frank Artz
Signature of Authorized Official*

FRANK Artz
Printed Name

Branch Mgr
Title

5/12/20 | Kennewick | WA
Date | City (where signed) | State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

WA

If a co-partnership, give firm name under which business is transacted:

N/A

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Stripe Rite, Inc.

of Sumner, Washington

as principal, and the Merchants Bonding Company (Mutual), a corporation

duly organized under the laws of the State of Iowa, and authorized

to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

CE 2088 SMP – 2020 CRACK SEAL PROJECT

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this 13th day of May, 2020.

Stripe Rite, Inc.

Frank Ruiz

(Principal)

Merchants Bonding Company (Mutual)

(Surety)

Cynthia L. Jay

(Attorney-in-fact) Cynthia L. Jay

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aliceon A Keltner; Amelia G Burrill; Annelies M Richie; Brandon K Bush; Brent E Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L Jay; Eric A Zimmerman; Erica E Mosley; Heather L Allen; Holli Albers; James B Binder; Jamie L Marques; Katharine J Snider; Kyle Joseph Howat

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of May , 2020 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of May 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of May , 2020

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	Award of contract for Roadside Improvement project to Double J Excavating, Inc.
Presenter:	
Prepared By:	slc
Reviewed By:	D. D'Hondt

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

Summary / Background Information

Per Resolution 2020-213 dated March 10, 2020, the County Engineer scheduled a bid call for CE 2049 CRP – Roadside Improvements.

Four bids were received and opened on May 7, 2020 and are as follows:

Contractors Equipment Maintenance Company	$477,566.00
Double J Excavating, Inc.	$528,300.00
Central Washington Asphalt, Inc.	$561,000.00
C & E Trenching, LLC	$835,906.00

The majority of the project is being funded by a Highway Safety Improvement Program Grant and therefore has special conditions that must be met. One of those conditions is the contractor must hire a subcontractor that is an Underutilized Disadvantaged Business Enterprise (UDBE).

Based on the UDBE documents submitted by Contractors Equipment Maintenance Company, the Washington State Department of Transportation (WSDOT) Local Programs staff has the following findings:

- WSDOT Local Programs has assigned a mandatory UDBE goal of 2% to this project. The apparent low bidder, Contractors Equipment Maintenance Company, planned to use Pavement Surface Control as a UDBE subcontractor to perform flagging and shoulder work.
- Pavement Surface Control did not sign the UDBE Written Confirmation Document submitted by the bidder and therefore could not be certified. According to the Washington State Office of Minority and Women's Business Enterprise (OMWBE) website, Pavement Surface Control is <u>not</u> listed as a UDBE firm.

Per the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, Section 1.02-13,1.g. A Proposal will be considered irregular and may be rejected if: The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the Bidder's UDBE participation commitment as required in Section 1.02.6.

Based on the above findings, Contractors Equipment Maintenance Company did not meet the mandatory 2% UDBE goal. Therefore, the bid is considered non-responsive and must be rejected.

Per Resolution 2012-677, Benton County's Procurement, Leasing, and Contracting Policy, pursuant to RCW 36.32.245, states, "Any or all bids may be rejected for good cause." Our departmental assigned Deputy Prosecuting Attorney has reviewed the cause for the rejection of Contractors Equipment Maintenance Company's bid and concurs with the justification for said rejection.

With the rejection of the Contractors Equipment Maintenance Company's bid, the contract would be awarded to Double J Excavating, Inc. as the lowest responsive bidder.

Fiscal Impact

Amount: $528,300.00

Fund: Road Fund (0101101)

$454,710.00 of the contract amount will be reimbursed back to the Road Fund by the Highway Safety Improvement Program (HSIP) Grant.

Recommendation

The County Engineer recommends the Board reject Contractors Equipment Maintenance Company's bid and award the Roadside Improvement project to Double J Excavating, Inc. in the amount of $528,300.00.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING CE 2049 CRP – ROADSIDE IMPROVEMENTS PROJECT TO DOUBLE J EXCAVATING, INC., WEST RICHLAND, WASHINGTON

WHEREAS, per Resolution 2020-213 dated March 10, 2020, the County Engineer scheduled a bid call for CE 2049 CRP – Roadside Improvements; and

WHEREAS, four bids were received and opened on May 7, 2020, and are as set forth on the attached tabulation

Contractors Equipment Maintenance Company (CONTREM897BI) Pasco, Washington	$477,566.00
Double J Excavating, Inc. (DOUBLJE832LL) West Richland, Washington	$528,300.00
Central Washington Asphalt, Inc. (CENTRWA181PG) Moses Lake, Washington	$561,000.00
C & E Trenching, LLC (CETREL*O25KA) Pasco, Washington	$835,906.00

WHEREAS, Contractors Equipment Maintenance did not meet the mandatory 2% UDBE goal. Therefore, as recommended by the Washington State Department of Transportation Local Programs, the bid is considered non-responsive and must be rejected; and

WHEREAS, per Resolution 2012-677, Benton County's Procurement, Leasing, and Contracting Policy, pursuant to RCW 36.32.245, states, "Any or all bids may be rejected for good cause."; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney has reviewed the cause for the rejection of said bid and concurs with the justification for said rejection; and

WHEREAS, the County Engineer recommends rejecting Contractors Equipment Maintenance Company's bid and awarding the bid to Double J Excavating, Inc., as the lowest responsive bidder; **NOW, THEREFORE,**

BE IT RESOLVED the Board of County Commissioners concurs with the County Engineer's recommendation and rejects Contractors Equipment Maintenance Company's bid and awards the bid for CE 2049 CRP – Roadside Improvements to Double J Excavating, Inc., West Richland, Washington in the amount of $528,300.00; and

BE IT FURTHER RESOLVED the Board of Benton County Commissioners direct staff to prepare a contract with Double J Excavating, Inc. to be brought back to the Board for approval at a later date.

Dated this 2nd day of June, 2020.

_____
Chairman.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Public Works

S. Christen

PROJECT: C.E. 2049 CRP - ROADSIDE IMPROVEMENTS

DATE: May 6, 2020 - 2:00 p.m.

	Contractors Equipment Maintenance Company 7121 W. Argent Rd. Pasco, WA 99301	Double J Excavating, Inc. P. O. Box 5631 Pasco, WA 99302	Central Washington Asphalt, Inc. P. O. Box 939 Moses Lake, WA 98837	C & E Trenching, LLC P. O. Box 3788 Pasco, WA 99301	ENGINEERS ESTIMATE
Signed Proposal	X	X	X	X	
Proposal Bond or Check	X	X	X	X	
Proposal for Incorporating Recycled Materials	X	X	X	X	
Certification of Compliance with Wage Payment Statutes	X	X	X	X	
Local Agency Certification for Federal-Aid Contract	X	X	X	X	
UDBE Utilization Certification	X	X	X	X	
UDBE Written Confirmation Document	X	X	X	X	
UDBE Trucking Credit Form	X	X	X	X	

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	1	L.S.	26,900.00	26,900.00	39,800.00	39,800.00	35,000.00	35,000.00	44,155.00	44,155.00	40,000.00	40,000.00
2	CLEARING AND GRUBBING	1	L.S.	27,725.00	27,725.00	65,340.00	65,340.00	7,000.00	7,000.00	35,282.00	35,282.00	5,000.00	5,000.00
3	COMMON BORROW INCLUDING HAUL	28,000	C.Y.	11.72	328,160.00	9.50	266,000.00	10.00	280,000.00	10.62	297,360.00	11.00	308,000.00
4	EMBANKMENT COMPACTION	19,600	C.Y.	0.50	9,800.00	2.20	43,120.00	5.00	98,000.00	12.18	238,728.00	1.50	29,400.00
5	CRUSHED SURFACING TOP COURSE	700	TON	18.83	13,181.00	38.00	26,600.00	40.00	28,000.00	56.50	39,550.00	50.00	35,000.00
6	ROADWAY SURVEYING	1	L.S.	37,000.00	37,000.00	14,900.00	14,900.00	13,500.00	13,500.00	68,100.00	68,100.00	10,000.00	10,000.00
7	TESC PLAN	1	L.S.	800.00	800.00	3,850.00	3,850.00	1,000.00	1,000.00	1,431.00	1,431.00	2,000.00	2,000.00
8	ESC LEAD	10	DAY	50.00	500.00	136.00	1,360.00	50.00	500.00	360.00	3,600.00	101.00	1,010.00
9	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	30,500.00	30,500.00	64,700.00	64,700.00	95,000.00	95,000.00	105,000.00	105,000.00	10,000.00	10,000.00
10	SPCC PLAN	1	L.S.	1,000.00	1,000.00	630.00	630.00	1,000.00	1,000.00	700.00	700.00	1,000.00	1,000.00
11	MINOR CHANGE	1	DOL.	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
				Non-responsive bid									
	TOTAL				**$ 477,566.00**		**$ 528,300.00**		**$ 561,000.00**		**$ 835,906.00**		**$ 443,410.00**

Contract bid items were reviewed and no unbalanced bid items were found.

05/07/20

Douglas DeHondt, M.S., P.E., L.G.
County Engineer

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

ROADSIDE IMPROVEMENTS CE 2049

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
1	1	L.S.	MOBILIZATION	26,900.	00	26,900	00
2	1	L.S.	CLEARING AND GRUBBING	27,725.	00	27,725	00
3	28,000	TON	COMMON BORROW INCLUDING HAUL	11	72	328,160	00
4	19,600	C.Y.	EMBANKMENT COMPACTION	0.	50	9,800	00
5	700	TON	CRUSHED SURFACING TOP COURSE	18	83	13,181	00
6	1	L.S.	ROADWAY SURVEYING	37,000	00	37,000	00
7	1	L.S.	TESC PLAN	800	00	800	00
8	10	DAY	ESC LEAD	50	00	500	00
9	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	30,500	00	30,500	00
10	1	L.S.	SPCC PLAN	1,000	00	1,000	00
11	1	DOL.	MINOR CHANGE	2000	00	2,000	00
	TOTAL					477,566	00

Contractors Equipment Maintenance, Inc

CONTREM 897B1

P.O. Box 7117
Kennewick, WA 99336-0614

PHONE 582-3407
Fax 586-0500

May 6, 2020

The Board of County Commissioners
Benton County
Prosser, Washington 99350

Subject: Roadside Improvements CE 2049

RE: Clearing and Grubbing

Item #2 Lump Sum	$ 27,725.00
A) Separate operation of Excavator w/ thumb, Load debris at 18 each	13,500.00
B) Equipment clearing to stockpile	10,350.00
C) Haul disposal	3,875.00

Contractors Equipment Maintenance, Inc

CONTREM 897B1

P.O. Box 7117
Kennewick, WA 99336-0614

PHONE 582-3407
Fax 586-0500

May 6, 2020

The Board of County Commissioners
Benton County
Prosser, Washington 99350

Subject: Roadside Improvements CE 2049

RE: Breakdown for Mobilization

Item #1 Lump Sum	$ 26,900.00
A) Preamble, Equipment, Staging Area, Equipment Modification	7,663.00
B) Mobe to 10 each location, equipment including in and out of work zone	15,000.00
C) Mobe 12 each to opposite side of roadways	3,737.00
D) Subcontractors	500.00

PROPOSAL
(Cont.')

NOTICE TO ALL BIDDERS

To report bid rigging activities call: **1-800-424-9071**

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

CONTRACTOR'S REGISTRATION NO. CONTREM897BI

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 443095-007

FIRM NAME: Contractors Equipment Maintenance Company

SIGNATURE OF AUTHORIZED OFFICIAL

David R. Kent, Owner
(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 6 day of May, 2020.

ADDRESS OF BIDDER: 7121 W. Argent Rd. Pasco, WA 99301

PRINCIPAL PLACE OF BUSINESS: 1025 S. Road 40 East, Pasco, WA

TELEPHONE NO.: (509) 792-1145 EMAIL: CEM1@Cemidk.com

NOTE:

(1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.
(2) Should it be necessary to modify this proposal in writing, please make reference to the project number

PROPOSAL
(Cont.')

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check _____ In the Amount of _____

Certified Check _____ ($_____) Payable to the County Treasurer of Benton County, Washington.

Proposal Bond _____ In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). 1, 2, & 3.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Contractors Equipment Maintenance Company

of Kennewick, WA

as principal, and the Cincinnati Insurance Company, a corporation

duly organized under the laws of the State of Ohio, and authorized

to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

CE 2049 CRP – ROADSIDE IMPROVEMENTS

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this 6th day of May, 2020.

(Principal) Contractors Equipment Maintenance Company

The Cincinnati Insurance Company
(Surety)

(Attorney-in-fact) Cheryl Moore

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael R. Button; Pamela R. Urlacher; Cheryl Moore; April Morgan and/or Jason Bravo

of Richland, Washington its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Five Million and No/100 Dollars ($25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 19th day of December, 2018.

THE CINCINNATI INSURANCE COMPANY

Stephen A. Vantine
Vice President

STATE OF OHIO)
COUNTY OF BUTLER) ss:

On this 19th day of December, 2018, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

KEITH COLLETT, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 6th day of May, 2020.

Scott R Bolton
Secretary

BN-1005 (12/18)

COUNTY OF
BENTON
WASHINGTON

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E. Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: -0- percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: David R. Kent

Signature: [signature]

Date: May 6, 2020

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, April 1, 2020, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Contractor's Equipment Maintenance Company
Bidder's Business Name

Signature of Authorized Official*

David R. Kent
Printed Name

Owner
Title

May 6, 2020 Pasco WA
Date City (where signed) State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☑

State of Incorporation, or if not a corporation, State where business entity was formed:
Washington

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) 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 Federal 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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 failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, an Underutilized Disadvantaged Business Enterprise (UDBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a UDBE Utilization Certification which properly demonstrates that the Bidder will meet the UDBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's UDBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: Contractors Equipment Maintenance Co. certifies that the UDBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named UDBEs. (If necessary, use additional sheets.)

Box 2: Road Improvements CE 2049 CRP

Column 1 **Name of UDBE** (See instructions) DBE	Column 2 **Project Role** (See instructions)	Column 3 **Description of Work** (See instructions)	Column 4 **Dollar Amount Subcontracted to UDBE** (See instructions)	Column 5 **Dollar Amount to be Applied Towards Goal** (See instructions)
Pavement Surface Control	Sub Contract	Flagger, Shoulder work	24,480.00	12,000

Underutilized Disadvantaged Business Enterprise Condition of Award Contract Goal _____ Box 3

Total UDBE Commitment Dollar Amount _____ Box 4

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient UDBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

Instructions for Underutilized Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Underutilized Disadvantaged Business Enterprise (UDBE). UDBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System web page https://wsdot.diversitycompliance.com Repeat the name of the UDBE for each Project Role that will be performed.

Column 2: The Project Role that the UDBE will be performing as follows;

- Prime Contractor
- Subcontractor
- Subcontractor (Force Account)
  - Work sublet as Force Account must be listed separately.
- Manufacturer
- Regular Dealer
  - Work sublet to a Regular Dealer must be listed separately.
  - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
- Broker
  - Work sublet to a Broker must be listed separately.

List each project role to be performed by a single UDBE individually on a separate row(s). The role is used to determine what portion of the amount to be subcontracted (Column 4) may be applied toward meeting the goal (column 5).

Column 3: Provide a description of the work to be performed by the UDBE. The work to be performed must be consistent with the Certified Business Description of the UDBE provided at the Diversity Management and Compliance System web page https://wsdot.diversitycompliance.com

- A Bidder subletting a portion of a bid item shall state **"Partial"** and describe the Work that is included.
  - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each UDBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a UDBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3.** The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

Note 1: For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the UDBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = $100,000 (Column 4) equates to ($100,000 X 50%) = $50,000 (Column 5) to be applied towards the goal.

Note 2: For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = $100,000 (Column 4) equates to ($100,000 X 60%) = $60,000 (Column 5) to be applied towards the goal

Note 3: For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = $100,000 (Column 4) equates to ($100,000 X reasonable fee %) = $ (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required UDBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5: Check Box 5 if insufficient UDBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

See the *Disadvantaged Business Enterprise Participation* specification in the Contract for more information.

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, an Underutilized Disadvantaged Business Enterprise (UDBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a UDBE Utilization Certification which properly demonstrates that the Bidder will meet the UDBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's UDBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: A Plus Construction Company certifies that the UDBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named UDBEs. (If necessary, use additional sheets.)

Box 2: US 395, Spokane City Limits to Stevens County Line - Paving and Safety

Column 1 **Name of UDBE** (See instructions)	Column 2 **Project Role** (See instructions)	Column 3 **Description of Work** (See instructions)	Column 4 **Dollar Amount Subcontracted to UDBE** (See instructions)	Column 5 **Dollar Amount to be Applied Towards Goal** (See instructions)
A Plus Construction Company	Prime	Asphalt and concrete paving, asphalt milling, preleveling and pavement repair	N/A	900,000
In the Line Services, Inc.	Subcontractor (Force Account)	Crack sealing	20,000	10,000
In the Line Services, Inc.	Subcontractor	Guideposts, joint seal, pavement markers, temporary signage, construction sign installation	200,000	200,000
The Everything Guys, LLC	Regular Dealer	Rental and sales of highway construction and related equipment and materials	100,000	60,000
Optimus Prime Trucking, Inc.	Subcontractor	Dump Trucking	50,000	50,000
Metalheads, Inc.	Manufacturer	Dowel Bars	75,000	75,000
Erosion Under Control Co.	Broker	Erosion control blankets, straw bales and wattles, sand bags	15,000	250

EXAMPLE

Underutilized Disadvantaged Business Enterprise Condition of Award Contract Goal 356,968.16 (Box 3) Total UDBE Commitment Dollar Amount 1,295,250 (Box 4)

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient UDBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise (UDBE) Written Confirmation Document

See Contract Provisions: UDBE Document Submittal Requirements
Disadvantaged Business Enterprise Participation

THIS FORM SHALL ONLY BE SUBMITTED TO A UDBE THAT IS LISTED ON THE CONTRACTOR'S UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE UDBE.

PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Underutilized Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: Road Improvement CE 2049 CRP

Bidder's Business Name: Contractors Equipment Maintenance Company

UDBE's Business Name: Pavement Surface Control (DBE)

Description of UDBE's Work: Traffic Control

Dollar Amount to be Applied Towards UDBE Goal: $ 12,000.00 DBE

Dollar Amount to be Subcontracted to UDBE*: _____
*Optional Field

PART B: To be completed by the Underutilized Disadvantaged Business Enterprise

As an authorized representative of the Underutilized Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in Part A of this form.

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____

_____

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise (UDBE)Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the UDBE Utilization Certification Form submitted with the proposal. Please note that UDBE's must be certified prior to time of submittal.

Federal Aid #	Contract #	Project Name CE2049CRP Roadside Improvement

If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.

Bid Item	Item Description

Use additional sheets as necessary.

Bidder		Name/Title (please print)
Phone	Fax	Signature
Address		I certify that the above information is complete and accurate.
Email		Date

PART B: TO BE COMPLETED BY THE UDBE TRUCKING FIRM

Note: DBE/UDBE trucking firm participation may only be credited as DBE/UDBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also recognized as a supplier of the materials used on the project and approved for this project as a regular dealer.

1. Type of Material expected to be hauled? _____
2. Number of fully operational trucks expected to be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
3. Number of trucks and trailers owned by the UDBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
4. Number of trucks and trailers leased by the UDBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____

UDBE Firm Name		Name/Title (please print)
Certification Number		
Phone	Fax	Signature
Address		I certify that the above information is complete and accurate.
Email		Date

Submit this form to DBEDOC@wsdot.wa.gov.

Instruction to Bidder: The Bidder shall complete and submit the Underutilized Disadvantaged Business Enterprise (UDBE) Trucking Credit Form in accordance with Section 1-02.9 of the Contract.

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

County: Specify the County where the project will take place.

Contract #: Specify the Project Contract Number which can be found in the Engineer's estimate bid check report.

Bid Item: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) for which trucking services will be utilized.

Item Description: Provide description of the bid item (as it appears in the engineer's estimate bid check report) for which trucking will be utilized.

Bidder: In this section, provide the bidder's legal name, title, Business address, Phone and email.

The bidder's representative signature is required in addition to the date the form was signed.

PART B: TO BE COMPLETED BY THE UDBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the UDBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the UDBE that will be used on the project.

UDBE Firm: In this section, provide the UDBE Firm's legal name, UDBE Firm's representative legal name and title, certification Number (Found in the firm's OMWBE Profile page in the OMWBE directory), Business address, Phone, fax and email.

The UDBE Firm's representative signature is required in addition to the date the form was signed.

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

ROADSIDE IMPROVEMENTS CE 2049

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
1	1	L.S.	MOBILIZATION	39,800	00	39,800	00
2	1	L.S.	CLEARING AND GRUBBING	65,340	00	65,340	00
3	28,000	TON	COMMON BORROW INCLUDING HAUL	9	50	266,000	00
4	19,600	C.Y.	EMBANKMENT COMPACTION	2	20	43,120	00
5	700	TON	CRUSHED SURFACING TOP COURSE	38	00	26,600	00
6	1	L.S.	ROADWAY SURVEYING	14,900	00	14,900	00
7	1	L.S.	TESC PLAN	3,850	00	3,850	00
8	10	DAY	ESC LEAD	136	00	1,360	00
9	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	64,700	00	64,700	00
10	1	L.S.	SPCC PLAN	630	00	630	00
11	1	DOL.	MINOR CHANGE	2000	00	2,000	00
	TOTAL					528,300	00

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check	_____	In the Amount of _____
Certified Check	_____	($_____) Payable to the County Treasurer of Benton County, Washington.
Proposal Bond	X	In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). 01, 02, & 03.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted

PROPOSAL
(Cont.')

NOTICE TO ALL BIDDERS

To report bid rigging activities call: **1-800-424-9071**

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

CONTRACTOR'S REGISTRATION NO. DOUBLJE832LL

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 000780262000

FIRM NAME: Double J Excavating, Inc.

SIGNATURE OF AUTHORIZED OFFICIAL

Calvin Matson, Vice President
(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 6th day of May, 2020.

ADDRESS OF BIDDER: Po Box 5631, Pasco, WA 99302

PRINCIPAL PLACE OF BUSINESS: 4602 Kennedy Rd, Ste B, West Richland, WA 99353

TELEPHONE NO.: (509)627-2030 EMAIL: Calvin@DoubleJExcavating.com

NOTE:

(1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.
(2) Should it be necessary to modify this proposal in writing, please make reference to the project number

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Double J Excavating, Inc.

of PO Box 5631, Pasco WA 99302

as principal, and the SureTec Insurance Company, a corporation

duly organized under the laws of the State of Texas, and authorized

to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

CE 2049 CRP – ROADSIDE IMPROVEMENTS

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this 8th day of April, 2020.

Double J Excavating, Inc.

Calvin Matson, Vice President

(Principal)

SureTec Insurance Company

(Surety)

Charla Boadle

(Attorney-in-fact) Charla Boadle

POA #: 4710002

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jim Dinneen, John L. Green, Charla Boadle

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifty Million and 00/100 Dollars ($50,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 3rd day of July A.D. 2019 .

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., CEO

State of Texas ss:
County of Harris

On this 3rd day of July , A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN GREENLEAF
Notary Public, State of Texas
Comm. Expires 05-18-2021
Notary ID 126903029

Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 8th day of April , 2020 , A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4710002
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

COUNTY OF
BENTON
WASHINGTON

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E. Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: Ø percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: Double J Excavating, Inc.

Signature: 

Date: 05/06/2020

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, April 1, 2020, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Double J Excavating, Inc.
Bidder's Business Name

Signature of Authorized Official*

Calvin Matson
Printed Name

Vice President
Title

05/06/2020	West Richland	Washington
Date	City (where signed)	State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☑

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

* *If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) 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 Federal 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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 failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, an Underutilized Disadvantaged Business Enterprise (UDBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a UDBE Utilization Certification which properly demonstrates that the Bidder will meet the UDBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's UDBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: Double J Excavating, Inc. certifies that the UDBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named UDBEs. (If necessary, use additional sheets.)

Box 2: Roadside Improvements CE 2049 CRP

Column 1 **Name of UDBE** (See instructions)	Column 2 **Project Role** (See instructions)	Column 3 **Description of Work** (See instructions)	Column 4 **Dollar Amount Subcontracted to UDBE** (See instructions)	Column 5 **Dollar Amount to be Applied Towards Goal** (See instructions)
509 Excavating, LLC	Subcontractor	Erosion Control/Clearing & Grubbing (Partial)	$12,000.00	$12,000.00

Underutilized Disadvantaged Business Enterprise Condition of Award Contract Goal $10,566.00 (Box 3)

Total UDBE Commitment Dollar Amount $12,000.00 (Box 4)

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient UDBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

Instructions for Underutilized Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Underutilized Disadvantaged Business Enterprise (UDBE). UDBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System web page https://wsdot.diversitycompliance.com Repeat the name of the UDBE for each Project Role that will be performed.

Column 2: The Project Role that the UDBE will be performing as follows;

- Prime Contractor
- Subcontractor
- Subcontractor (Force Account)
  - Work sublet as Force Account must be listed separately.
- Manufacturer
- Regular Dealer
  - Work sublet to a Regular Dealer must be listed separately.
  - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
- Broker
  - Work sublet to a Broker must be listed separately.

List each project role to be performed by a single UDBE individually on a separate row(s). The role is used to determine what portion of the amount to be subcontracted (Column 4) may be applied toward meeting the goal (column 5).

Column 3: Provide a description of the work to be performed by the UDBE. The work to be performed must be consistent with the Certified Business Description of the UDBE provided at the Diversity Management and Compliance System web page https://wsdot.diversitycompliance.com

- A Bidder subletting a portion of a bid item shall state **"Partial"** and describe the Work that is included.
  - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each UDBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a UDBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3.** The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

Note 1: For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the UDBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = $100,000 (Column 4) equates to ($100,000 X 50%) = $50,000 (Column 5) to be applied towards the goal.

Note 2: For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = $100,000 (Column 4) equates to ($100,000 X 60%) = $60,000 (Column 5) to be applied towards the goal

Note 3: For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = $100,000 (Column 4) equates to ($100,000 X reasonable fee %) = $ (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required UDBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5: Check Box 5 if insufficient UDBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

See the *Disadvantaged Business Enterprise Participation* specification in the Contract for more information.

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, an Underutilized Disadvantaged Business Enterprise (UDBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a UDBE Utilization Certification which properly demonstrates that the Bidder will meet the UDBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's UDBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: A Plus Construction Company certifies that the UDBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named UDBEs. (If necessary, use additional sheets.)

Box 2: US 395, Spokane City Limits to Stevens County Line - Paving and Safety

Column 1 **Name of UDBE** (See instructions)	Column 2 **Project Role** (See instructions)	Column 3 **Description of Work** (See instructions)	Column 4 **Dollar Amount Subcontracted to UDBE** (See instructions)	Column 5 **Dollar Amount to be Applied Towards Goal** (See instructions)
A Plus Construction Company	Prime	Asphalt and concrete paving, asphalt milling, preleveling and pavement repair	N/A	900,000
In the Line Services, Inc.	Subcontractor (Force Account)	Crack sealing	20,000	10,000
In the Line Services, Inc.	Subcontractor	Guideposts, joint seal, pavement markers, temporary signage, construction sign installation	200,000	200,000
The Everything Guys, LLC	Regular Dealer	Rental and sales of highway construction and related equipment and materials	100,000	60,000
Optimus Prime Trucking, Inc.	Subcontractor	Dump Trucking	50,000	50,000
Metalheads, Inc.	Manufacturer	Dowel Bars	75,000	75,000
Erosion Under Control Co.	Broker	Erosion control blankets, straw bales and wattles, sand bags	15,000	250

EXAMPLE

Underutilized Disadvantaged Business Enterprise Condition of Award Contract Goal 356,968.16 (Box 3) Total UDBE Commitment Dollar Amount 1,295,250 (Box 4)

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient UDBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise (UDBE) Written Confirmation Document

See Contract Provisions: UDBE Document Submittal Requirements
Disadvantaged Business Enterprise Participation

THIS FORM SHALL ONLY BE SUBMITTED TO A UDBE THAT IS LISTED ON THE CONTRACTOR'S UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE UDBE.

PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Underutilized Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: Roadside Improvements CE 2049 CRP

Bidder's Business Name: Double J Excavating, Inc.

UDBE's Business Name: 509 Excavating, LLC

Description of UDBE's Work: Erosion Control (Partial), Clearing & Grubbing (Partial)

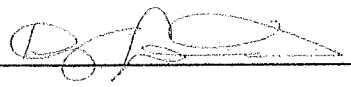
Dollar Amount to be Applied Towards UDBE Goal: $12,000.00

Dollar Amount to be Subcontracted to UDBE*: $12,000.00
*Optional Field

PART B: To be completed by the Underutilized Disadvantaged Business Enterprise

As an authorized representative of the Underutilized Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in Part A of this form.

Name (printed): Dave Cranefield

Signature: 

Title: President

Address: 113 Wright Ave
Cle Elum, WA 98922

Date: 5/5/2020

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise (UDBE) Bid Item Breakdown Form

1. Contract Number	2. Contract Name
CE 2049 CRP	ROADSIDE IMPROVEMENTS CE 2049 CRP
3. Prime Contractor	**4. Prime Contractor Representative Name**
DOUBLE J EXCAVATING, INC.	CALVIN MATSON
5. Prime Contractor Representative Phone Number	**6. Prime Contractor Representative Email**
509-710-5420	CALVIN@DOUBLEJEXCAVATING.COM

Column 1 **Name of UDBE** (See Instructions)	Column 2 **Bid Item #** (See Instructions)	Column 3 **Full/Partial** (See Instructions)	Column 4 **Quantity** (See Instructions)	Column 5 **Description** (See Instructions)	Column 6 **Unit Price** (See Instructions)	Column 7 **Total Unit Cost** (See Instructions)	Column 8 **Dollar Amount to be Applied Towards Goal** (See Instructions)
509 Excavating, LLC	2	Partial	1 LS	Clearing & Grubbing	$ 12,000.00	$ 12,000.00	$ 12,000.00
					Subtotal:	$ 12,000.00	$ 12,000.00

Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
					Subtotal:	$ 0.00	$ 0.00

Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
					Subtotal:	$ 0.00	$ 0.00

Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
					Subtotal:	$ 0.00	$ 0.00
					TOTAL UDBE Dollar Amount:	$ 12,000.00	$ 12,000.00

Instructions for Underutilized Disadvantaged Business Enterprise (UDBE) Bid Item Breakdown Form

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.

Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Underutilized Disadvantaged Business Enterprise (UDBE) Firm. UDBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage https://wsdot.diversitycompliance.com.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3: If the UDBE is performing only part of the bid item, mark "Partial". If the UDBE is performing the entire bid item, mark "Complete".

Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the UDBE.

Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.

Column 7: Provide the estimated total unit cost amount per bid item.

Column 8: Provide the amount of the bid item being used to fulfil the UDBE goal. The work to be performed must be consistent with the Certified Business Description of the UDBE provided in the DMCS webpage https://wsdot.diversitycompliance.com. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

Use Additional Sheets if necessary.

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise (UDBE)Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the UDBE Utilization Certification Form submitted with the proposal. Please note that UDBE's must be certified prior to time of submittal.

Federal Aid #	Contract #	Project Name Roadside Improvements CE 2049 CRP

If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.

Bid Item	Item Description
	THIS FORM NOT APPLICABLE, NO UDBE TRUCKING PROPOSED

Use additional sheets as necessary.

Bidder Double J Excavating, Inc.		Name/Title (please print) Calvin Matson
Phone 509-627-2030	Fax	Signature 
Address PO Box 5631, Pasco, WA 99302		I certify that the above information is complete and accurate.
Email calvin@doublejexcavating.com		Date 05/06/2020

PART B: TO BE COMPLETED BY THE UDBE TRUCKING FIRM

Note: DBE/UDBE trucking firm participation may only be credited as DBE/UDBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also recognized as a supplier of the materials used on the project and approved for this project as a regular dealer.

1. Type of Material expected to be hauled? _____
2. Number of fully operational trucks expected to be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
3. Number of trucks and trailers owned by the UDBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
4. Number of trucks and trailers leased by the UDBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____

UDBE Firm Name		Name/Title (please print)
Certification Number		
Phone	Fax	Signature
Address		I certify that the above information is complete and accurate.
Email		Date

Submit this form to DBEDOC@wsdot.wa.gov.

Instruction to Bidder: The Bidder shall complete and submit the Underutilized Disadvantaged Business Enterprise (UDBE) Trucking Credit Form in accordance with Section 1-02.9 of the Contract.

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

County: Specify the County where the project will take place.

Contract #: Specify the Project Contract Number which can be found in the Engineer's estimate bid check report.

Bid Item: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) for which trucking services will be utilized.

Item Description: Provide description of the bid item (as it appears in the engineer's estimate bid check report) for which trucking will be utilized.

Bidder: In this section, provide the bidder's legal name, title, Business address, Phone and email.

The bidder's representative signature is required in addition to the date the form was signed.

PART B: TO BE COMPLETED BY THE UDBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the UDBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the UDBE that will be used on the project.

UDBE Firm: In this section, provide the UDBE Firm's legal name, UDBE Firm's representative legal name and title, certification Number (Found in the firm's OMWBE Profile page in the OMWBE directory), Business address, Phone, fax and email.

The UDBE Firm's representative signature is required in addition to the date the form was signed.

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

ROADSIDE IMPROVEMENTS CE 2049

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
1	1	L.S.	MOBILIZATION	$35,000	00	$35,000	00
2	1	L.S.	CLEARING AND GRUBBING	$7,000	00	$7,000	00
3	28,000	TON	COMMON BORROW INCLUDING HAUL	$10	00	$280,000	00
4	19,600	C.Y.	EMBANKMENT COMPACTION	$5	00	$98,000	00
5	700	TON	CRUSHED SURFACING TOP COURSE	$40	00	$28,000	00
6	1	L.S.	ROADWAY SURVEYING	$13,500	00	$13,500	00
7	1	L.S.	TESC PLAN	$1,000	00	$1,000	00
8	10	DAY	ESC LEAD	$50	00	$500	00
9	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	$95,000	00	$95,000	00
10	1	L.S.	SPCC PLAN	$1,000	00	$1,000	00
11	1	DOL.	MINOR CHANGE	2000	00	$2,000	00
	TOTAL					$561,000	00

PROPOSAL
(Cont.')

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check _____ In the Amount of _____

Certified Check _____ ($_____) Payable to the County Treasurer of Benton County, Washington.

Proposal Bond ✓ In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). 1, 2, & 3.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted

NOTICE TO ALL BIDDERS

To report bid rigging activities call: **1-800-424-9071**

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

CONTRACTOR'S REGISTRATION NO. CENTRWA181PG

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 511964-003

FIRM NAME: Central Washington Asphalt, Inc.

SIGNATURE OF AUTHORIZED OFFICIAL

Pamp Maiers, President
(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 6th day of May, 2020.

ADDRESS OF BIDDER: P.O. Box 939 - Moses Lake, WA 98837

PRINCIPAL PLACE OF BUSINESS: 13184 Wheeler Rd. - Moses Lake, WA 98837

TELEPHONE NO.: (509) 765-5757 EMAIL: pampjr@cwainc.us

NOTE:

(1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.
(2) Should it be necessary to modify this proposal in writing, please make reference to the project number

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Central Washington Asphalt, Inc.

of Moses Lake, WA

as principal, and the Liberty Mutual Insurance Company, a corporation

duly organized under the laws of the State of Massachusetts, and authorized

to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

CE 2049 CRP – ROADSIDE IMPROVEMENTS

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this 6th day of May, 2020.

Central Washington Asphalt, Inc.

(Principal) Pamp Maiers, President

Liberty Mutual Insurance Company

(Surety)

(Attorney-in-fact) Cynthia L. Jay

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8203181-023049**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Holli Albers; Heather L. Allen; James B. Binder; Amelia G. Burrill; Brandon K. Bush; Carley Espiritu; Jacob T. Haddock; Diane M. Harding; Brent E. Heilesen; Kyle Joseph Howat; Cynthia L. Jay; Aliceon A. Keltner; Christopher Kinyon; Alyssa J. Lopez; Jamie L. Marques; Erica E. Mosley; Annelies M. Richie; Katharine J. Snider; Eric A. Zimmerman

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of February, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of February, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of May, 2020

By: _____
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

COUNTY OF
BENTON
WASHINGTON

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E. Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 0 percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: Central Washington Asphalt, Inc.

Signature:

Pamp Maiers, President

Date: 04-20-2020

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, May 6, 2020, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Central Washington Asphalt, Inc.
Bidder's Business Name

Signature of Authorized Official*

Pamp Maiers
Printed Name

President
Title

5-6-2020 | Moses Lake | WA
Date | City (where signed) | State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

N/A

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) 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 Federal 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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 failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, an Underutilized Disadvantaged Business Enterprise (UDBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a UDBE Utilization Certification which properly demonstrates that the Bidder will meet the UDBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected.** An **example form has been provided on Page 3.** The successful Bidder's UDBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: Benton County - Roadside Improvements certifies that the UDBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named UDBEs. (If necessary, use additional sheets.)

Box 2:

Column 1 **Name of UDBE** (See instructions)	Column 2 **Project Role** (See instructions)	Column 3 **Description of Work** (See instructions)	Column 4 **Dollar Amount Subcontracted to UDBE** (See instructions)	Column 5 **Dollar Amount to be Applied Towards Goal** (See instructions)
O'Bunco Engineering	Subcontractor	Surveying and mapping services (except geophysical)	$11,500.00	$11,500.00

Underutilized Disadvantaged Business Enterprise Condition of Award Contract Goal 2% (Box 3) Total UDBE Commitment Dollar Amount $11,500.00 (Box 4)

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient UDBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

DOT Form 272-068U
Revised 02/2018

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise (UDBE) Written Confirmation Document

See Contract Provisions: UDBE Document Submittal Requirements
Disadvantaged Business Enterprise Participation

THIS FORM SHALL ONLY BE SUBMITTED TO A UDBE THAT IS LISTED ON THE CONTRACTOR'S UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE UDBE.

PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Underutilized Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: Benton County - Roadside Improvements

Bidder's Business Name: Central Washington Asphalt, Inc.

UDBE's Business Name: O'Bunco Engineering

Description of UDBE's Work: Surveying and mapping services (except geophysical)

Dollar Amount to be Applied Towards UDBE Goal: $11,500.00

Dollar Amount to be Subcontracted to UDBE*: $11,500.00
*Optional Field

PART B: To be completed by the Underutilized Disadvantaged Business Enterprise

As an authorized representative of the Underutilized Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in Part A of this form.

Name (printed): PETER KOWATSCH

Signature:

Title: SURVEY MANAGER

Address: 320 N. 20TH AVE Date: 5/6/2020
PASCO WA 99301

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise (UDBE) Bid Item Breakdown Form

1. Contract Number	2. Contract Name
C.E. 2049 CRP / HSIP-000S(499)	Benton County - Roadside Improvements
3. Prime Contractor	**4. Prime Contractor Representative Name**
Central Washington Asphalt, Inc.	Tyson Morris
5. Prime Contractor Representative Phone Number	**6. Prime Contractor Representative Email**
(509) 765-5757 ext 201	tyson@cwainc.us

Column 1 **Name of UDBE** (See Instructions)	Column 2 **Bid Item #** (See Instructions)	Column 3 **Full/Partial** (See Instructions)	Column 4 **Quantity** (See Instructions)	Column 5 **Description** (See Instructions)	Column 6 **Unit Price** (See Instructions)	Column 7 **Total Unit Cost** (See Instructions)	Column 8 **Dollar Amount to be Applied Towards Goal** (See Instructions)
O'Bunco Engineering	6	F	1	Roadway Surverying	$ 11,500.00	$ 13,500.00	$ 11,500.00
					Subtotal:	$ 13,500.00	$ 11,500.00

Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
					Subtotal:	$ 0.00	$ 0.00

Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
					Subtotal:	$ 0.00	$ 0.00

Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
					Subtotal:	$ 0.00	$ 0.00
					TOTAL UDBE Dollar Amount:	$ 13,500.00	$ 11,500.00

Instructions for Underutilized Disadvantaged Business Enterprise (UDBE) Bid Item Breakdown Form

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.

Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Underutilized Disadvantaged Business Enterprise (UDBE) Firm. UDBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage https://wsdot.diversitycompliance.com.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3: If the UDBE is performing only part of the bid item, mark "Partial". If the UDBE is performing the entire bid item, mark "Complete".

Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the UDBE.

Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.

Column 7: Provide the estimated total unit cost amount per bid item.

Column 8: Provide the amount of the bid item being used to fulfil the UDBE goal. The work to be performed must be consistent with the Certified Business Description of the UDBE provided in the DMCS webpage https://wsdot.diversitycompliance.com. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

Use Additional Sheets if necessary.

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise (UDBE)Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the UDBE Utilization Certification Form submitted with the proposal. Please note that UDBE's must be certified prior to time of submittal.

Federal Aid #	Contract #	Project Name

If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.

Bid Item	Item Description

Use additional sheets as necessary.

Bidder		Name/Title (please print)
Phone	Fax	Signature
Address		I certify that the above information is complete and accurate.
Email		Date

PART B: TO BE COMPLETED BY THE UDBE TRUCKING FIRM

Note: DBE/UDBE trucking firm participation may only be credited as DBE/UDBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also recognized as a supplier of the materials used on the project and approved for this project as a regular dealer.

1. Type of Material expected to be hauled? _____
2. Number of fully operational trucks expected to be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
3. Number of trucks and trailers owned by the UDBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
4. Number of trucks and trailers leased by the UDBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____

UDBE Firm Name		Name/Title (please print)
Certification Number		
Phone	Fax	Signature
Address		I certify that the above information is complete and accurate.
Email		Date

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

ROADSIDE IMPROVEMENTS CE 2049

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
1	1	L.S.	MOBILIZATION	44,155	00	44,155	00
2	1	L.S.	CLEARING AND GRUBBING	35,282	00	35,282	00
3	28,000	TON	COMMON BORROW INCLUDING HAUL	10	62	297,360	00
4	19,600	C.Y.	EMBANKMENT COMPACTION	12	18	238,728	00
5	700	TON	CRUSHED SURFACING TOP COURSE	56	50	39,550	00
6	1	L.S.	ROADWAY SURVEYING	68,100	00	68,100	00
7	1	L.S.	TESC PLAN	1,431	00	1,431	00
8	10	DAY	ESC LEAD	360	00	3,600	00
9	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	105,000	00	105,000	00
10	1	L.S.	SPCC PLAN	700	00	700	00
11	1	DOL.	MINOR CHANGE	2000	00	2,000	00
	TOTAL					835,906	00

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check	_____	In the Amount of _____
Certified Check	_____	($_____) Payable to the County Treasurer of Benton County, Washington.
Proposal Bond	✓	In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). 1, 2, & 3.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted

PROPOSAL
(Cont.')

NOTICE TO ALL BIDDERS

To report bid rigging activities call: **1-800-424-9071**

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

CONTRACTOR'S REGISTRATION NO. CETREL*025KA

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 141499-00-2

FIRM NAME: C&E Trenching, LLC

Wayne Richardson

SIGNATURE OF AUTHORIZED OFFICIAL

Wayne Richardson, Sr Project Manager

(PRINT NAME AND TITLE)

Curtis Wray

SIGNATURE OF AUTHORIZED OFFICIAL

Curtis Wray - CEO

(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 6th day of May, 2020.

ADDRESS OF BIDDER: PO Box 3788, Pasco, WA 99302

PRINCIPAL PLACE OF BUSINESS: 3813 N Glade Rd , Pasco, WA 99301

TELEPHONE NO.: (509) 545-6940 EMAIL: wayne@candtrenching.com

NOTE:

(1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, C&E Trenching, LLC

of Pasco, Washington

as principal, and the Nationwide Mutual Insurance Company, a corporation

duly organized under the laws of the State of Ohio, and authorized

to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

CE 2049 CRP – ROADSIDE IMPROVEMENTS

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this 6th day of May, 2020.

C&E Trenching, LLC

(Principal)

Nationwide Mutual Insurance Company

(Surety)

Jared W. Haff

(Attorney-in-fact)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

GLENDA D. SIMONSON; JARED W. HAFF; JASON BRAVO; JOSH R. TONER

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED AUTHORITY

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
Notary Public, State of New York
No. 02DE5126649
Qualified in Westchester County
Commission Expires September 16, 2021

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 6th day of May, 2020.

Assistant Secretary

BDJ 1(02-19)00

46-34975

COUNTY OF
BENTON
WASHINGTON

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E. Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 0% percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: C&E Trenching, LLC

Signature: Wayne Robinson

Date: 5-6-2020

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, May 6, 2020, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

C&E Trenching, LLC
Bidder's Business Name

Signature of Authorized Official*

Wayne Richardson
Printed Name

Sr Project Manager
Title

5-6-2020	Pasco	WA
Date	City (where signed)	State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) 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 Federal 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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 failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, an Underutilized Disadvantaged Business Enterprise (UDBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a UDBE Utilization Certification which properly demonstrates that the Bidder will meet the UDBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's UDBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: C&E Trenching, LLC certifies that the UDBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named UDBEs. (If necessary, use additional sheets.)

Box 2: Roadside Improvements CE2049 CRP/ Fed Aid #HSIP-000S(499)

Column 1 **Name of UDBE** (See instructions)	Column 2 **Project Role** (See instructions)	Column 3 **Description of Work** (See instructions)	Column 4 **Dollar Amount Subcontracted to UDBE** (See instructions)	Column 5 **Dollar Amount to be Applied Towards Goal** (See instructions)
509 Excavating LLC	Subcontractor	Project Temporary Traffic Cointeoll	104,884.00	104,884.00

Underutilized Disadvantaged Business Enterprise Condition of Award Contract Goal 16,718.12 (Box 3) Total UDBE Commitment Dollar Amount 104,884.00 (Box 4)

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient UDBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

Instructions for Underutilized Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Underutilized Disadvantaged Business Enterprise (UDBE). UDBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System web page https://wsdot.diversitycompliance.com Repeat the name of the UDBE for each Project Role that will be performed.

Column 2: The Project Role that the UDBE will be performing as follows;

- Prime Contractor
- Subcontractor
- Subcontractor (Force Account)
  - Work sublet as Force Account must be listed separately.
- Manufacturer
- Regular Dealer
  - Work sublet to a Regular Dealer must be listed separately.
  - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
- Broker
  - Work sublet to a Broker must be listed separately.

List each project role to be performed by a single UDBE individually on a separate row(s). The role is used to determine what portion of the amount to be subcontracted (Column 4) may be applied toward meeting the goal (column 5).

Column 3: Provide a description of the work to be performed by the UDBE. The work to be performed must be consistent with the Certified Business Description of the UDBE provided at the Diversity Management and Compliance System web page https://wsdot.diversitycompliance.com

- A Bidder subletting a portion of a bid item shall state **"Partial"** and describe the Work that is included.
  - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each UDBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a UDBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3.** The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

Note 1: For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the UDBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = $100,000 (Column 4) equates to ($100,000 X 50%) = $50,000 (Column 5) to be applied towards the goal.

Note 2: For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = $100,000 (Column 4) equates to ($100,000 X 60%) = $60,000 (Column 5) to be applied towards the goal

Note 3: For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = $100,000 (Column 4) equates to ($100,000 X reasonable fee %) = $ (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required UDBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5: Check Box 5 if insufficient UDBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

See the *Disadvantaged Business Enterprise Participation* specification in the Contract for more information.

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise (UDBE) Written Confirmation Document

See Contract Provisions: UDBE Document Submittal Requirements
Disadvantaged Business Enterprise Participation

THIS FORM SHALL ONLY BE SUBMITTED TO A UDBE THAT IS LISTED ON THE CONTRACTOR'S UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE UDBE.

PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Underutilized Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: Roadside Improvements CE 2049CRP

Bidder's Business Name: C&E Trenching, LLC

UDBE's Business Name: 509 Excavation

Description of UDBE's Work: Project Temporary Traffic Control

Dollar Amount to be Applied Towards UDBE Goal: 104,884.00

Dollar Amount to be Subcontracted to UDBE*: 104,884.00
*Optional Field

PART B: To be completed by the Underutilized Disadvantaged Business Enterprise

As an authorized representative of the Underutilized Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in Part A of this form.

Name (printed): David J Cranefield

Signature: 

Title: President

Address: 113 Wright Ave
Cle Elum, WA 98922

Date: 5/5/2020

Washington State Department of Transportation

Underutilized Disadvantaged Business Enterprise (UDBE)Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the UDBE Utilization Certification Form submitted with the proposal. Please note that UDBE's must be certified prior to time of submittal.

Federal Aid #	Contract #	Project Name
If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.		

Bid Item	Item Description
	NONE

Use additional sheets as necessary.

Bidder		Name/Title (please print)
Phone	Fax	Signature I certify that the above information is complete and accurate.
Address		
Email		Date

PART B: TO BE COMPLETED BY THE UDBE TRUCKING FIRM

Note: DBE/UDBE trucking firm participation may only be credited as DBE/UDBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also recognized as a supplier of the materials used on the project and approved for this project as a regular dealer.

1. Type of Material expected to be hauled? _____
2. Number of fully operational trucks expected to be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
3. Number of trucks and trailers owned by the UDBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
4. Number of trucks and trailers leased by the UDBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____

UDBE Firm Name		Name/Title (please print)
Certification Number		
Phone	Fax	Signature I certify that the above information is complete and accurate.
Address		
Email		Date

Submit this form to DBEDOC@wsdot.wa.gov.

Instruction to Bidder: The Bidder shall complete and submit the Underutilized Disadvantaged Business Enterprise (UDBE) Trucking Credit Form in accordance with Section 1-02.9 of the Contract.

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

County: Specify the County where the project will take place.

Contract #: Specify the Project Contract Number which can be found in the Engineer's estimate bid check report.

Bid Item: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) for which trucking services will be utilized.

Item Description: Provide description of the bid item (as it appears in the engineer's estimate bid check report) for which trucking will be utilized.

Bidder: In this section, provide the bidder's legal name, title, Business address, Phone and email.

The bidder's representative signature is required in addition to the date the form was signed.

PART B: TO BE COMPLETED BY THE UDBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the UDBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the UDBE that will be used on the project.

UDBE Firm: In this section, provide the UDBE Firm's legal name, UDBE Firm's representative legal name and title, certification Number (Found in the firm's OMWBE Profile page in the OMWBE directory), Business address, Phone, fax and email.

The UDBE Firm's representative signature is required in addition to the date the form was signed.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	Executing contract with Iron Horse Vac, LLC to clean out wash bay settling tank
Presenter:	
Prepared By:	slc
Reviewed By:	D D'Hondt

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

Summary / Background Information

The wash bay at the Kennewick Road Maintenance Facility on Wiser Parkway in Kennewick has a settling tank that collects the dirt and debris from routine cleaning of vehicles and equipment. There are small particles of contaminants in the debris that must be disposed of properly. A permit from the Department of Ecology is needed to be able to dispose of the debris. Iron Horse Vac, LLC is a local company that has the proper permit to dispose of the contaminated dirt and debris.

Per Resolution 2012-677, Section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost". The County has previously contracted with Iron Horse Vac, LLC for culvert cleaning and the Public Works Department was pleased with their service. The quote provided by Iron Horse for the settling tank clean out is reasonable. The County Engineer recommends entering into a contract with Iron Horse Vac, LLC.

Fiscal Impact

Amount: Not to exceed $3,000.00

Fund: ER&R (0501101)

Recommendation

It is recommended the Board approve the contract with Iron Horse Vac, LLC to clean out the wash bay settling tank at the Kennewick Road Maintenance Facility in an amount not to exceed $3,000.00 excluding WSST which will expire on July 31, 2020.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING IRON HORSE VAC, LLC TO PROVIDE SERVICES TO CLEAN OUT THE WASH BAY SETTLING TANK AT THE KENNEWICK ROAD MAINTENANCE FACILITY

WHEREAS, per Resolution 2012-677, Section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost", and

WHEREAS, there is a settling tank for the wash bay at the Kennewick Road Maintenance Facility on Wiser Parkway in Kennewick that collects the dirt and debris from routine cleaning of vehicles and equipment; and

WHEREAS, the County has previously contracted with Iron Horse Vac, LLC for culvert cleaning and the Public Works Department was pleased with their service; and

WHEREAS, the County Engineer recommends entering into a service contract with Iron Horse Vac, LLC for the needed work. A contract has been prepared, approved as to form by the Deputy Prosecuting Attorney and has been signed by Iron Horse Vac, LLC; **NOW, THEREFORE,**

BE IT RESOLVED, that the Benton County Board of Commissioners hereby approves to have Iron Horse Vac, LLC provide clean out services of the wash bay settling tank at the Kennewick Road Maintenance Facility for an amount not to exceed $3,000.00 excluding WSST; and

BE IT FURTHER RESOLVED, the attached Personal Services Contract shall commence upon signature of both parties and expire on July 31, 2020.

Dated this 2nd day of June, 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Public Works S. Christen
c: Auditor

BENTON COUNTY
PERSONAL 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 IRON HORSE VAC, LLC, a corporation organized under the laws of the State of Washington with its principal offices at 1915 South St., Kennewick, WA 99337-6105 (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 – Estimate #337 from Iron Horse Vac, LLC

2. DURATION OF CONTRACT

The term of this Contract shall begin on the date last signed and expire on July 31, 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 empty the wash bay settling tank of dirt and debris, clean out the tank and dispose of the material off site. The settling tank is located at the wash bay at the Benton County Public Works Department Maintenance Shop, 102808 Wiser Parkway, Kennewick, WA 99338.

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 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:	Tammy Stewart
Address:	1915 South Oak St.
	Kennewick, WA 99337-6105
Phone:	(509) 551-5509
Email:	ironhorsevac@msn.com

b. For COUNTY:

Name:	Michael McGhan
Address:	102808 Wiser Parkway
	Kennewick, WA 99338
Phone:	(509) 786-5611
Email:	Michael.Mcghan@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid in accordance with Exhibit A, Estimate #337, 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 three thousand dollars ($3,000.00), excluding WSST.

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 B, (quote) 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.

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. **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.

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 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

c. **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.

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 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. All liability insurance required under this Contractshall 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 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 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. 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 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.

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. 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); 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

_____
Reid Hay, Civil Deputy Prosecuting Attorney

Dated: 05/15/2020

FOR: IRON HORSE VAC, LLC

Tammy Stewart
Signature

Owner
Title:

Tammy Stewart
Print Name

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	Accepting work by Columbia Pumping & Construction for Erickson Rd. Bridge Repair
Presenter:	
Prepared By:	slc
Reviewed By:	D. D'Hondt

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

Summary / Background Information

The County entered into a contract with Columbia Pumping & Construction, Inc. for the Erickson Road Bridge Repair project on March 17, 2020 (Res. 2020-248). Columbia Pumping & Construction, Inc. has completed all work required under the contract. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The County Engineer recommends that the Board formally accept Columbia Pumping & Construction, Inc.'s work and the project as complete.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY COLUMBIA PUMPING & CONSTRUCTION, INC. UNDER CONTRACT FOR C.E. 2105 CRP – ERICKSON ROAD BRIDGE REPAIR

WHEREAS, on March 17, 2020 the Board of County Commissioners entered into a contract with Columbia Pumping & Construction, Inc. of Pasco, Washington (Resolution 2020-248) for C.E. 2105 CRP – Erickson Road Bridge Repair; and

WHEREAS, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

WHEREAS, all close out paperwork is in order; and

WHEREAS, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the County Engineer's recommendation that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners concurs with the County Engineer's recommendation and hereby accepts the work performed by Columbia Pumping & Construction, Inc. under contract for C.E. 2105 CRP – Erickson Road Bridge Repair as being completed in conformance with the contract documents.

Dated this 2nd day of June 2020.

_____
Chairman

_____
Chairman Pro-Tem

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

Attest:_____
Clerk of the Board

Original: Public Works

S. Christen

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	Closing & Transferring TVGTF Petty Cash Fund to Investigative Informant Fund
Presenter:	Katie Gillies
Prepared By:	Katie Gillies
Reviewed By:	Steve Caughey

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

Summary / Background Information

Per Resolution 11-353 dated June 11, 2011 the Board of Benton County Commissioners approved a petty cash fund to be established in the amount of $500.00 for the Benton County Sheriff's Office to be used for Tri-Cities Gang investigative information separate from the current investigative fund. The Benton County Sheriff's Office had determined there was a need for the Detective assigned to the Tri-Cities Violent Gang Task Force (TVGTF) to have readily available funds for aiding in Violent Gang investigations. The Benton County Sheriff's Office has now determined that the TVGTF Fund of $500 is no longer necessary as the FBI uses their own funds for informants. The Benton County Sheriff's Office requests the TVGTF petty cash fund to be closed and the amount of $500.00 to be transferred into the Informant Petty Cash Fund and establish a balance of $1,000.00 for the purpose of developing criminal information from outside sources and enhance the Sheriff's Office

Fiscal Impact

Amount: $500.00

Fund: Informant Petty Cash Fund

Recommendation

Benton County Sheriff's Office recommends approving the attached Resolution that rescinds 11-353, closing the TVGTF Petty Cash fund and transferring the $500.00 balance to the Informant Petty Cash Fund to increase the balance to $1,000.00 that amends 10-583

Suggested Motion

Approve as part of consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CLOSING THE VIOLENT GANG TASK FORCE PETTY CASH FUND AND USING THOSE FUNDS TO INCREASE THE INVESTIGATIVE PETTY CASH FUND FOR THE BENTON COUNTY SHERIFF'S OFFICE; RESCINDING RESOLUTION 11-353 AND AMENDING RESOLUTION 10-583

WHEREAS, per Resolution 11-353 dated June 11, 2011 the Board of Benton County Commissioners approved a petty cash fund to be established in the amount of $500.00 for the Benton County Sheriff's Office to be used for Tri-Cities Gang investigative information separate from the current investigative fund; and

WHEREAS, the Benton County Sheriff's Office had determined there was a need for the Detective assigned to the Tri-Cities Violent Gang Task Force (TVGTF) to have readily available funds for aiding in Violent Gang investigations; and

WHEREAS, the Benton County Sheriff's Office has now determined that the TVGTF Fund of $500 is no longer necessary as the FBI uses their own funds for informants; and

WHEREAS, the Benton County Sheriff's Office has also determined that the $500 from TVGTF would be better used in the Informant Petty Cash fund that currently has a $500 balance as stated in Resolution 10-583; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the request and hereby authorizes the Benton County Sheriff's Office TVGTF petty cash funds to be closed and the amount of $500.00 to be transferred into the Informant Petty Cash Fund and establish a balance of $1,000.00 for the purpose of developing criminal information from outside sources and enhance the Sheriff's Office ability to clear crimes more expeditiously in cases where all other investigative measures have been exhausted; and

BE IT FURTHER RESOLVED, Resolution 11-353 is hereby rescinded: and

BE IT FURTHER RESOLVED, Resolution 10-583 is hereby amended increasing the overall Informant Petty Cash Fund to $1,000.00

Dated this _____day of _____, 2020.

_____
Chairman of the Board

Orig: Sheriff's Office
CC: Auditor;

Prepared by: K. Gillies

_____
Member

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

Attest: _____
Clerk of the Board

Orig: Sheriff's Office
CC: Auditor;

Prepared by: K. Gillies

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6/02/2020
Subject:	Trial Court Improvement Line Item Transfers
Presenter:	Tiffany Deaton
Prepared By:	Tiffany Deaton
Reviewed By:	Commissioners Review

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

Summary / Background Information

The Trial Court Improvement Committee is requesting a line item transfer of funds to more accurately cover the costs incurred for operation of the Trial Court Improvement projects per Resolution 2020-307. See attached line item spreadsheet itemizing the transfers.

Fiscal Impact

None – expenditures paid through the trial court improvement monies. Trial Court Improvement has an approved budget of $850,000.00 for 2019-2020.

Recommendation

Recommend approval.

Suggested Motion

I move to approve Resolution No. _____ authorizing line item transfers in the amount of $106,000.00 as outlined on Exhibit "A" of the Resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN TRIAL COURT IMPROVEMENT FUND NUMBER 0156101, DEPARTMENT NUMBER 000.

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: Commissioners; Auditor; File, Superior Court

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Trial Court Improvement | Fund Nbr: 0156101

TRANSFER FROM: Trial Court Improvement

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.214	4103	Professional Services	$ 106,000
	TOTAL		$ 106,000

TRANSFER TO: Trial Court Improvement

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.214	3503	Computer Software	$ 100,000
512.214	4905	Training	$ 6,000
	TOTAL		$ 106,000

Explanation: Transfer of funds to more accurately cover the costs expended within the Trial Court Improvement budget. This expenditure was previously authorized by the Board of County Commissioners on Resolution No. 2020-307 attached hererto.

Prepared by: Tiffany Deaton, Superior Court Administrator | Date: 19-May-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

RE: RE-APPOINTING LORI MATTSON TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL, BENTON COUNTY DIVISION OF THE SOUTHEAST WASHINGTON OFFICE, TO A TERM EXPIRING JUNE 30, 2023.

WHEREAS, in compliance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, the Board of County Commissioners is required to make appointments to the Workforce Development Council after appropriate nomination; and

WHEREAS, Lori Mattson has expressed her interest and willingness to be re-appointed on the Workforce Development Council; and

WHEREAS Lori Mattson has been nominated by Tri-Cities Regional Chamber of Commerce to fill Business representation; and

WHEREAS, the Benton County Board of Commissioners deems this to be in the best interest of the county;

NOW, THEREFORE, BE IT RESOLVED the Benton County Board of Commissioners hereby appoints Lori Mattson to the Business Majority position for Business representation on the Workforce Development Council, with said term expiring June 30, 2023.

APPROVED this ___ day of _____.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chair

_____
Chair Pro Tem

Attest:

_____
Clerk to the Board

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	02 Jun 2020
Subject:	Benton-Franklin Fair & Rodeo – 2021-2025 Lease of Benton County Fairgrounds
Presenter:	Adam J. Fyall
Prepared By:	AJF
Reviewed By:	

Type of Agenda Item:

- ☐ Consent Agenda
- ☐ Public Hearing
- ☒ Scheduled Business

Type of Action Needed:

- ☐ Discussion Only (1st)
- ☐ Discussion Only (2nd)
- ☐ Decision/Direction
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance

Summary

For Board consideration is a new lease agreement for use of the Benton County Fairgrounds for staging of the annual Benton-Franklin Fair & Rodeo by the Benton-Franklin Fair Association (FA) for a term of five years (2021-2025).

Background

The current lease between the County and the FA is a two-year agreement (2019-2020). The parties have more traditionally had five-year agreements, and the FA requested that we go back to that timeframe.

It is important to the FA to get the new lease in place because even while the 2020 Fair has not yet happened, preliminary planning for 2021 is already underway and the FA would like to know if they have a lease or not.

Over the past winter, County staff and the FA revisited certain items from the current and past agreements and made some changes. Staff can go through these in the meeting, but the primary highlights are:

- Return to a five-year lease term (2021-2025).
- Expanding the annual occupancy window from about 4 weeks to about 6 weeks (Aug 1 – Sep 15).
- Setting the annual rental fee to a fixed rate ($175,000 per year) rather than a variable rate.

The agreement has been approved to form by the Prosecuting Attorney. As a policy matter, the deputy prosecutor who reviewed this agreement and who also worked on the current agreement lamented the revision that was made to the annual fee, arguing that the variable Consumer Price Index-based annually-adjusted approach is better over the long term.

The agreement has been signed by the Fair Association.

Fiscal Impact

The direct fiscal impact is the $175,000 rental fee that the Fair Association will pay to the County each year for all five years of the lease term.

Recommendation

Staff recommends signing the new lease agreement.

Suggested Motion

"I move that Benton County enter into the new lease agreement with the Benton-Franklin Fair Association for a five-year term from 2021 to 2025; and that the Chairman be authorized to sign the agreement for the County."

Attachments

- Resolution
- 2021-2025 Benton County / Benton-Franklin Fair Association Lease document

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL OF A LEASE AGREEMENT BETWEEN BENTON COUNTY AND THE BENTON-FRANKLIN FAIR ASSOCIATION FOR USE OF THE BENTON COUNTY FAIRGROUNDS

WHEREAS, for approximately 50 years prior to 2001, the Benton-Franklin Fair Association was primarily responsible for operation, under the supervision of Benton and Franklin Counties, of a bi-county "district agricultural fair" commonly known as the *Benton-Franklin Fair*; and,

WHEREAS, Benton County determined in 2001 that the County no longer had the personnel available to supervise and operate a district agricultural fair, but that it desired that such a fair continue to exist in the form of a privately-operated event for the resident of Benton and Franklin Counties; and,

WHEREAS, to reorganize and transition what was previously a "district agricultural fair" under government supervision to a privately-operated "area fair" under RCW 15.76.120 without governmental supervision, the Benton-Franklin Fair Association has leased the Fairgrounds from Benton County and privately operated an "area fair" successfully since 2001; and,

WHEREAS, the Benton-Franklin Fair Association has demonstrated its qualifications and abilities to operate a fair without the supervision or control of Benton County; and,

WHEREAS, the Benton County Board of Commissioners therefore deems that it is in the public's best interest to continue to lease the Fairgrounds to the Benton-Franklin Fair Association under the terms and conditions of Fairgrounds Lease Agreement for the purpose of continued private operation of an "area fair" now known as the *Benton-Franklin Fair and Rodeo*, as defined by RCW 15.76.120; **NOW, THEREFORE**,

BE IT RESOLVED that the Benton County Board of Commissioners hereby approves the attached Fairgrounds Lease Agreement between Benton County and the Benton-Franklin Fair Association for the Benton County Fairgrounds, beginning January 1, 2021 and ending December 31, 2025; and authorizes the Chairman to sign said Agreement. The Benton-Franklin Fair Association shall remit a $175,000.00 rental fee to Benton County for each of the five years of the lease per the terms of the Agreement.

Dated this 2nd day of June, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: Fairgrounds
cc: Benton-Franklin Fair Association, Prosecutor (Godinez)

Prepared by: A.J. Fyall

LEASE AGREEMENT
BENTON COUNTY FAIRGROUNDS

This Lease Agreement between Benton County, a political subdivision of the State of Washington (Lessor), and the Benton-Franklin Fair Association, a Washington non-profit corporation (Lessee), is effective January 1, 2021.

WHEREAS, for approximately 50 years prior to 2001, the Benton-Franklin Fair Association was primarily responsible, under the supervision of Benton and Franklin Counties, for organizing and operating a district agricultural fair commonly known as the Benton-Franklin Fair & Rodeo; and,

WHEREAS, the Benton County Board of Commissioners determined in 2001 that Benton County no longer had the personnel available to supervise and/or operate a district agricultural fair, but that it desired that such a fair continue to exist in the form of a privately-operated event for the residents of Benton County and Franklin County; and,

WHEREAS, to reorganize what was previously a district agricultural fair under governmental supervision to a privately operated "area fair" under RCW 15.76.120 without governmental supervision, the Benton-Franklin Fair Association leased the fairgrounds from Benton County and privately operated an "area" fair successfully beginning in 2001 and through 2020; and,

WHEREAS, the Benton-Franklin Fair Association demonstrated its qualifications to operate an agricultural fair without the supervision or control of Benton County during those years; and,

WHEREAS, the Benton County Board of Commissioners therefore deems that it is in the public's best interest to continue to lease the fairgrounds, as legally described herein, to the Benton-Franklin Fair Association under the terms of this Lease Agreement for the purpose of continuing to allow what previously was a district agricultural fair to be operated as a privately operated "area fair", as defined by RCW 15.76.120; and,

NOW THEREFORE, Lessor and Lessee hereby agree as follows:

1) **PURPOSE.** The primary consideration regarding the term and rental rate provided in this Lease Agreement is the private operation and production by Lessee of an agricultural fair, including the exhibition of livestock and agricultural produce of all kinds, in lieu of an agricultural fair operated under the direct control and supervision of Lessor as in the past.

Therefore, it is understood and expressly agreed that if Lessee shall be dissolved or cease to function as a non-profit entity; discontinue operation of the Leased Facilities (as defined below Section **2)** for an agricultural fair for reasons other than an act of God or war; in case its leasehold interest and estate in the Leased Facilities shall be taken or levied upon by any process of law or proceedings in bankruptcy or insolvency; if a receiver or trustee shall be appointed for Lessee's assets; or if this Lease Agreement shall by operation of law devolve upon or pass to any person, firm or corporation other than Lessee, this Lease Agreement and all rights of Lessee under it shall, at the election of Lessor, cease and immediately terminate; and it shall be lawful for Lessor to enter into and upon all Leased Facilities at any time and remove all persons from the same; and reclaim full and complete control thereof.

2) **LEASED FACILITIES.** This Lease Agreement is for the following real property and buildings (Leased Facilities) for the specified periods during the term of this Lease Agreement:

a) **Fairgrounds.** From the 1st day in August through the 15th day in September of each year during the term of this Lease Agreement, Lessee agrees to lease from Lessor that portion of real property that has commonly been referred to as the Benton County Fairgrounds and is legally described on **Exhibit A** attached hereto and including "Building 15"; provided, Lessor retains the right to occupy the Maintenance Shop and Fenced Yard located on tax parcel 1-0880-200-0009-002 depicted on **Exhibit B** hereto during this period and to travel over the Leased Facilities for ingress and egress to said shop and yard. This annual period from the 1st day in August through the 15th day of September is known as the "Occupancy".

b) **Other Buildings.** On the third (3rd) Saturday in March of each year during the term of this Lease Agreement, Lessor agrees to lease to Lessee the Hog and ⅓ of the Building 9, market stock trailer, and the Sheep Barn, as identified on **Exhibit B** attached hereto, for clinics that teach 4-H members how to properly show their animal(s) and have their animal(s) ID tagged and vaccinated.

c) **Storage.** Lessor agrees to lease to Lessee the Dairy Barn, ⅔ of Building 9, market stock trailer, the storage yard, and the building and associated fenced yard on parcel 1-0880-201-1253-002 (the "Matheson Pit" parcel) as identified on **Exhibit B** to provide storage for Lessee's equipment and supplies on an annual basis during the term of this Lease Agreement. If Lessee chooses to use an outdoor storage area, it must be surrounded by privacy fencing as agreed-to by Lessor and Lessee and at Lessee's expense. Upkeep and repairs to said fencing remain Lessee's responsibility for as long as those spaces are being utilized. No other storage areas are included in this agreement. Old McDonalds Barn, and outdoor buildings 5-12, excluding ⅔ of the Building 9, are not to be used by Lessee outside of the Occupancy period. If additional storage is needed, Lessor and Lessee may amend this agreement to include another area with an adjusted rental rate.

d) **Meeting Room.** Lessor agrees to allow the Lessee to utilize the meeting room on the second floor of the grandstands for scheduled monthly meetings, provided the grandstand building is not under lease by another party. The meeting room is to remain unlocked and storage of items within the room other than tables and chairs is not allowed. In the event that this meeting room is under lease by another party, Lessee may hold its meetings in other available spaces on the property, including Building 15.

e) **Fair Prior Preparation and Extended Cleanup.** Lessee may conduct preparation prior to the date of August 1st or extend cleanup after the date of September 15th only if the Lessee makes such a request in writing, outlining in detail the specifics, to the Benton County Administrator or designee and then receives written permission from the Benton County Administrator or designee to do so.

3) **TERM OF LEASE.** The term of this Lease Agreement shall be from January 1, 2021 through December 31, 2025, unless terminated earlier as provided herein. "Occupancy" refers to the annually recurring period between August 1st and September 15th each year when Lessee actively occupies the Leased Facilities. "Event" refers to the five specific days of the Benton-Franklin Fair & Rodeo.

4) **RENTAL FEE AND OTHER CONSIDERATIONS.** Lessee agrees to pay to Lessor the following sums for the use of the Leased Facilities for the term of this Lease Agreement:

- $175,000.00 for rental year 2021;
- $175,000.00 for rental year 2022;
- $175,000.00 for rental year 2023;
- $175,000.00 for rental year 2024; and,
- $175,000.00 for rental year 2025.

If this Lease Agreement is legally terminated for any reason by Lessor or Lessee between January 1st and April 30th of any year, Lessee's rent for that year shall be reduced to 35% of current year's rental fee based on the formula above. If this Lease Agreement is legally terminated for any reason by Lessor or Lessee between May 1st and August 1st of any year, Lessee's rent for that year shall be reduced to 60% of current year's rental fee based on the formula above. If this Lease Agreement is legally terminated for any reason by Lessor or Lessee after August 1st of any year, Lessee is obligated to pay the full amount of rent due for that year.

Benton County shall also receive:

- a ¼ -page ad in the Benton-Franklin Fair & Rodeo Entertainment Guide;
- Benton County's logo being placed on the Benton-Franklin Fair & Rodeo web site sponsor page; Benton County will provide its logo and a camera-ready ad for use in the Benton-Franklin Fair & Rodeo Entertainment Guide and on the web site;
- a 10'x10' commercial booth in Building 2;
- Benton County will be displayed on the rodeo arena reader board during the Demolition Derby, the Tuesday night event and all four rodeo performances;
- twenty-four (24) season passes to the Event;
- eight (8) VIP Sponsor parking passes;
- twenty-four (24) general parking passes for the week of the Event;
-

5) DATE FOR PAYMENT. Lessee agree to make its annual rental fee payment to Lessor as follows: $75,000 annually by September 30th of each year during the term of this Lease Agreement and the balance due for that year by the first business day in December of each year during the term of the Lease Agreement. Interest at the rate of 1% per month shall be charged and due for each month or portion thereof that the above described rental payments are late.

6) LESSOR & LESSEE RESPONSIBILITIES. Prior to July 15th of each year, Lessor and Lessee agree to perform a joint safety and utilities inspection (e.g. damages or nonoperational), of the Leased Facilities referenced in **Section 2(a)** above, and jointly prepare one written document reflecting any such safety and utility concerns identified in the Leased Facilities. Such document shall be signed by Lessee's President and delivered by Lessee to the Benton County Commissioners for approval. Lessor agrees to make every reasonable effort to correct defects identified in the aforementioned approved inspection document in a timely fashion before Occupancy or the start of the Fair event. Lessee hereby agrees to maintain the Leased Facilities and all improvements thereto, during the permissible times of Occupancy of such facilities by Lessee under this Lease Agreement, in as good as condition as exists as of August 1st of each year or at the time of other occupancy by Lessee, reasonable wear and tear, loss by fire or Act of God, expressly excepted. Lessor agrees to provide routine maintenance of the Fairgrounds during the term of this Lease Agreement, except that during

the Occupancy period of August 1st through September 15th of each year Lessee shall perform all maintenance.

Lessee also agrees to quietly and peaceably deliver up the possession of the Leased Facilities in good state and condition at the end of each period of permitted Occupancy during the term of the Lease Agreement and upon the termination or expiration of the term of this Lease Agreement. Good state and condition includes the removal of, solid waste, garbage, animal waste and manure, straw and hay, and any vehicles on property of the Lessor. Lessor and Lessee agree to perform a joint inspection of the Leased Facilities on or before September 5th of each year to assess post-Fair condition and jointly prepare one document reflecting any defects. If Lessor is forced to return buildings or grounds to good state and condition, Lessor shall bill Lessee the costs to restore the property to said condition. Lessor shall also bill Lessee for any outstanding utility bill's or garbage removal as referenced in **Section 9** of this agreement. Any nonpayment of a bill or fee shall result in a breach of contract.

7) **USE OF LEASED FACILITIES - SUBLETTING.** Lessee may sublet parts of the Leased Facilities, except for any portion of Building 15, Dairy Barn, ⅔ of the Building 9, market stock trailer, and storage yard referenced in **Sections 2(b)** and **(d),** to other persons, firms or corporations during the operation of the fair. **Lessee agrees that all such subleases that involve occupancy by the subtenant for more than seven (7) days in any year must be approved in writing by Lessor prior to such sublease becoming effective.** Lessor's approval shall not be unreasonably withheld. With respect to any sublease agreement that extends for more than one period of occupancy of seven (7) days or less, Lessee agrees to include a provision allowing it to terminate such sublease if this Lease Agreement is terminated.

8) **DAMAGE OR DESTRUCTION.** In the event any of the Leased Facilities are damaged to such an extent as to render the same untenantable in whole or in a substantial part for the purposes described herein, or are destroyed, it shall be optional with the Lessor to repair or rebuild the same. Lessor shall have sixty (60) days after receiving written notice of such damage or destruction from Lessee to notify Lessee in writing of Lessor's intentions to repair or rebuild said damaged facilities), and if Lessor elects to repair or rebuild said facilities, Lessor shall execute the work to repair or rebuild without unnecessary delay. In the event any portion of the Leased Facilities shall be damaged or destroyed to such an extent that in the opinion of Lessor it shall not be practicable, financially or otherwise, to repair or rebuild, then it shall be optional with Lessor to decide not to rebuild such facility(ies). Upon receipt of written notice of such election by Lessor, Lessee may within thirty (30) days thereafter provide written notice to Lessor of Lessee's election to immediately terminate this Lease Agreement if such damaged facilities constitute a substantial portion of the facilities described in Section **2(a)** and are used for actual fair activities other than administration or storage.

9) **UTILITIES/GARBAGE.** Utility services for the Leased Facilities will be billed directly to Lessor. Lessee agrees to reimburse Lessor for all water, sewer, electrical, gas and garbage utility charges incurred during August 1st through September 15th with respect to the real property described on **Exhibit A** or any improvements thereto. Such payments from Lessee shall be due and payable within thirty (30) days of the date Lessee receives notice from Lessor of the amounts due hereunder. Lessee agrees that all utilities for Building 15, other than electricity and water, will be billed directly to Lessee by Lessor and paid by Lessee.

Lessee agrees to have all garbage removed from the property described in **Exhibit A** and any personal property of Lessee or of any third parties removed, at Lessee's expense, from such property, except

for Lessee's property within Building 15, the Dairy Barn, ⅔ of Building 9, market stock trailer, or the storage yard referenced in **Sections 2(b)** and **(d),** by September 15th of each year during the term of this Lease Agreement. A walk through of the facilities shall be conducted with the Lessor and Lessee upon term expiration to ensure the premises are returned to good state and condition.

10) INDEMNIFICATION/WAIVER OF SUBROGATION. To the fullest extent permitted by law, Lessee shall indemnify, defend and hold harmless Lessor and all officials, agents and employees of Lessor, from and against all claims arising out of or resulting from the use of the Leased Facilities by Lessee, Lessee's employees or agents, or by Lessee's contractors or subcontractors, except for those claims arising from the sole negligence of Lessor. "Claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death to Lessor, Lessor's agents and employees, Lessee, Lessee's agents and employees, and third parties, or injury to or destruction of tangible property owned by Lessee or third parties, including loss of use resulting therefrom. Lessee's obligation to indemnify, defend, and hold harmless includes any claim by Lessee's agents, employees, representatives, or any contractor or subcontractor or their employees.

In any and all claims against the Lessor, its officers, officials, employees and agents by any employee or volunteer of the Lessee, its 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 Lessee 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 Lessee expressly waives any immunity the Lessee might have had under such laws. By executing this Lease Agreement, Lessee 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 Lessee makes with any subcontractor or agent performing work hereunder.

Lessor and Lessee each agree to waive all causes of action which arise or may arise in either of their favor against the other or anyone claiming through or under them, by way of subrogation or otherwise, during the term of this Lease Agreement with respect to loss of or damage to either party's tangible property (whether or not such loss or damage is caused by the fault or negligence of the other) that is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recovered under said insurance policies.

11) LIABILITY INSURANCE.

a) **General Liability Insurance.** Lessee agrees to procure, at its expense, commercial general liability insurance with a limit in the sum of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury or death of any one person and property damage, and Two Million Dollars ($2,000,000) in the aggregate for bodily injury to or death of any number of persons and property damage, which shall name Lessee and Lessor as insured and additional insured against any and all liability with respect to the Leased Facilities or arising out of the maintenance, use or occupancy of the same and shall remain in effect during the term of this Lease Agreement. Said policy shall insure against injuries caused by animals other than those involved in rodeo events. Lessee shall also maintain during the term of this Lease Agreement non-profit director and officer/errors and omission insurance with a limit in the sum of not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in the aggregate.

b) **Vendor/Exhibitor Liability Insurance.** Lessee agrees to not allow any food vendors or any other vendors or exhibitors that will provide any food to the public on the Leased Facilities that do not have commercial general liability insurance covering bodily injury or death (wherever occurring) due to their actions and products and that names Lessee and Lessor as additional insureds. The minimum limits of such insurance shall be: Products-Completed Operations Aggregate Limit of Five Million Dollars ($5,000,000); General Aggregate Limit of Two Million Dollars ($2,000,000); Personal and Advertising Injury Limit of One Million Dollars ($1,000,000); and Each Occurrence Limit of One Million Dollars ($1,000,000). Said vendors and exhibitors shall also be required to maintain general liability insurance in the minimum amount of Three Hundred Thousand Dollars ($300,000) for property damages.

Lessee further agrees not to allow any non-food vendors or exhibitors on the Leased Facilities that do not have commercial general liability insurance covering bodily injury or death (wherever occurring) due to their actions and products and that names Lessee and Lessor as additional insureds. The minimum limits of such insurance shall be: Products -Completed Operations Aggregate Limit of One Million Dollars ($1,000,000); General Aggregate Limit of One Million Dollars ($1,000,000); Each Occurrence Limit of One Million Dollars ($1,000,000) for bodily injury or death coverage; and Three Hundred Thousand ($300,000) for property damages.

c) **Other Liability Insurance.** Lessee shall, at its expense or the expense of third parties, ensure that during the term of this Lease Agreement a policy or policies of commercial general insurance are in effect with individual limits of not less than Three Million Dollars ($3,000,000) for injury or death to any one person and Three Million Dollars ($3,000,000) for injury to or death of any number of persons in one occurrence, with such amounts available to insure against any and all liability of Lessor and Lessee with respect to any of the following activities occurring on the Leased Facilities during the Occupancy of August 1st through September 15th each year: liability related to the consumption of alcohol at the Leased Facilities; liability due to injury or death occurring during or as a result of rodeo events and related livestock; automobile or motorcycle racing; demolition derby events; amusement park and carnival type rides and events; and police/professional liability for security and any other such professional services. Lessee shall also ensure such coverage is in place with similar limits, naming Lessor and Lessee as additional insureds, for any additional activities on the Leased Facilities during the August 1st through September 15th Occupancy that are excluded from Lessor's general liability insurance policy then in effect. In order to assess compliance with this subsection, Lessee shall provide to the Benton County Risk Manager by July 15th of each year a list of all persons or entities with which Lessee has or will contract with for that year's fair that will organize, operate, supervise or provide any of the activities identified in this subsection, and, if requested, copies of such contracts.

If the Lessee maintains higher limits than the minimums shown above, the Lessor requires and shall be entitled to coverage for the higher limits maintained.

Lessee shall, at Lessor's request, provide Lessor copies of or access to all contracts entered into with respect to the Fair by August 1st of each year to allow Lessor to assess compliance with this section and any other section of this Lease Agreement.

d) **Other Insurance Provisions.** Insurance policies are to contain, or be endorsed to contain, the following provisions:

i. For general liability insurance, the Lessor, its elected and appointed officials, employees and agents are to be **covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of the Leased Facilities. The general liability policy shall contain an endorsement naming the Lessor, its elected and appointed officials, employees and agents.

ii. The Lessee's insurance coverage shall be **primary insurance** as respects the Lessor, its elected and appointed officials, employees and agents. Any insurance or self-insurance maintained by the Lessor, its elected and appointed officials, employees and agents shall be excess of the Lessee's insurance and shall not contribute with it. The general liability policy shall contain an endorsement specifically stating that the Lessee's general liability policy shall be primary, and not contributory, with any other insurance maintained by the Lessor.

iii. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all **rights of subrogation** against the Lessor.

iv. All insurance required in this Lease Agreement and all renewals thereof must be issued by companies authorized to transact business in the State of Washington. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Lessor.

v. All insurance policies shall be subject to approval by Lessor as to form and substance; shall expressly provide that such policies shall not be canceled or altered without thirty (30) days written notice to Lessor; and shall, to the extent obtainable, provide that no act or omission of Lessee which would otherwise result in the forfeiture or reduction of the insurance will affect or hurt the obligation of the insurance company to pay the amount of loss sustained.

e) **Verification of Coverage.** For all insurance required herein, Lessee shall furnish certificates of insurance with attached endorsements, or upon request of the Benton County Risk Manager, copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received by the Benton County Risk Manager by July 15th of each year during the term of this Lease Agreement. Failure by the Lessee to provide such certificates of insurance and endorsements demonstrating Lessee's compliance with this **Section 11** shall constitute a breach of this Lease Agreement, and Lessor shall be entitled to immediately terminate this Lease Agreement.

f) **Waiver of Subrogation.** Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Lessor by virtue of the payment of any loss under such insurance. This provision applies regardless of whether the Lessor has received a waiver of subrogation endorsement from the insurer.

12) ACCESS TO FACILITIES AND KEYS. Lessee shall be entitled to keys to the Dairy Barn as referenced in **Section 2(d).** All other keys pertaining to the Leased Facilities referenced in **Sections 2(a)** and **(c)** will be given to Lessee on the dates listed in those sections of each year. At the expiration or termination of this Lease Agreement, all keys to such Leased Facilities shall be returned by Lessee to Lessor. Lessee shall not enter buildings unless included in **Sections 2(b)** and **2(d)** outside of the dates listed in **Section 2(a)**. If Lessee requires access to facilities not provided for in this agreement, outside of the time of the Lease Agreement, Lessee may request admittance from Lessor on a case by case basis. Lessee will be billed for any locks changed during Lease Agreement and not properly restored to Lessor's lock and key. Lessor understands that in preparation for the Fair each year, Lessee staff, board members, or contractors may need access to the Leased Facilities prior to the start of the annual

Occupancy for planning and project purposes, and Lessor will make every effort to accommodate such requests so long as the requested access does not interfere with other Fairgrounds lessees.

13) SECURITY.

a) Lessee agrees to provide all necessary security for any event held by Lessee at the Leased Facilities and to assume all responsibility regarding crowd control, security, fire services and medical services related to all such events. During the Event, Lessee shall follow security guidelines as recommended for events of scale by the Kennewick Police Department. Lessee is responsible for hiring security personnel of sufficient skill and number to ensure the safety and security of the Event and its participants. Security personnel shall include but are not limited to paid uniformed police officers, and licensed security contractors (roving and stationary, armed and unarmed). The exact level of security presence will fluctuate by time of day and nature of ongoing events, but active security in some form will be present on the Fairgrounds 24-hours per day during the entire duration of the Event.

b) Lessor does not make any warranties as to the suitability of the facilities for Lessee's purposes or compatibility of the facilities with any equipment anticipated to be used by Lessee or any participants at Lessee's Event. Lessee takes full responsibility for the safety and well-being of participants while they are participating in any activity during the duration of the Event. Lessee is responsible for inspecting the buildings and premises and for ensuring that such are sufficient to provide for the safety and security of Event guests, customers, workers, contractors, and participants. Lessor will make all reasonable attempts to honor request for a walk-through of the buildings and premises to be used. Walk-throughs are by appointment only during regular business hours.

c) Lessee is responsible for complying with all Fairgrounds policies and procedures regarding safety and security.

14) FINANCIAL REPORTING. Lessee agrees that it shall provide Lessor with a copy of all income tax returns and supporting schedules that Lessee files with the Internal Revenue Service. Said copies shall be provided to Lessor annually by November 15th of each year or within fourteen (14) days of the date Lessee files the originals with the Internal Revenue Service. All documents must be provided no later than November 15th.

15) CAPITAL IMPROVEMENTS/ALTERATIONS/REPAIRS. It is agreed that there will be a continuing need for the maintenance of, additions and extensions to, and replacement of the buildings, improvements, and grounds at the Leased Facilities. The timing and nature of any improvements and repairs shall be at the discretion of Lessor, except that Lessee shall make repairs at its own expense as necessary to deliver up possession of the Leased Facilities in good state and condition as required by **Sections 6** and **21** herein. No capital improvements, alterations, or additions, shall be made to any grounds, facility, or structure, without prior written approval from the County Administrator or designee. A written proposal must be submitted for any proposed capital improvement, alteration, or addition to the grounds, facility, or structure. All proposals must include any necessary engineering or technical specifications, cost analysis, development plan, required permitting, drawings and/or other information required to properly evaluate whether the County will accept the capital improvement, alteration, or addition and to evaluate whether the meets the capital improvement, alteration, or addition meets the requirements of the Benton County Code, RCW, and WAC. The county shall provide a decision on the proposal for a capital improvement, alteration, or addition, to a ground, facility, or structure within 30 days of the written proposal

Lessee is under no obligation to make any cash, materials, or labor donations for capital improvements. Lessee may in its sole discretion choose to make a donation, but such donation shall not affect in any way Lessee's obligations under this Lease Agreement. Lessee agrees that any cash, materials, or labor donated by Lessee which is permanently affixed to a ground, facility, or structure, shall immediately become property of the Lessor. Any improvement, alteration, addition or repair to County property using cash, materials, or labor donations by or through a qualified non-profit organization must meet the requirements of any applicable Benton County Code, RCW, and/or WAC.

Any improvement, alteration, addition or repair to County property in which the County financially contributes to, whether during lease term or not, shall follow the County Procurement Policy and any applicable State requirements to include State Prevailing Wage. All work must be done using proper permits, inspections, and quality control. Furthermore, all work must be done by an individual who is licensed, bonded, and insured. All work is subject to quality control inspections by the Lessor.

The parties agree that all capital improvements to the Leased Facilities during the term of this Lease Agreement, either in assembled or raw material form, shall immediately become the property of Lessor.

16) **CONTROL OF LEASED FACILITIES.** This Lease Agreement does not entitle Lessee to use or control the property described in **Exhibit A** other than for the Leased Facilities described in **Section 2** for the time periods set forth therein. At all other times, Lessor shall have sole authority to manage the facilities, including the ability to lease the facilities to third parties.

Except as otherwise provided for within this Lease Agreement, no employee or volunteer of Lessee shall be permitted on the premises, drive vehicles on the grounds, enter or access buildings, or conduct maintenance on or within any part of the grounds without prior approval from the County Administrator or designee.

17) **ACCESS.** Lessee will allow Lessor and Lessor's agents free access at all reasonable times to said Leased Facilities for the purpose of inspection of or making repairs, additions, or alterations to the Leased Facilities or any property owned by or under the control of Lessor.

18) **OBSERVANCE OF LAWS.** Lessee agrees to comply with all laws of the State of Washington and the United States, and all applicable local laws, in connection with its activities at the Leased Facilities and ensure that all subtenants comply with such laws as well.

19) **NO ASSIGNMENT OR TRANSFER.** No transfer or assignment of this Lease Agreement shall be valid unless and until first approved in writing by Lessor, nor shall this Lease Agreement be assignable by operation of law.

20) **WASTE.** Lessee agrees it will not commit or permit any waste to the Leased Facilities.

21) **SURRENDER.** Lessee covenants and agrees that it will surrender and deliver all of the Leased Facilities and premises to Lessor peaceably and quietly at the end of the term, or the termination of this Lease Agreement if earlier terminated, in as good order and condition as the same exists at this date, or in the improved condition existing at the end of the term or termination of this Lease Agreement, reasonable use, occupation and wear thereof, or damage by fire, the elements, act of God expressly excepted.

22) LIENS AND INSOLVENCY. Lessee shall keep the Leased Facilities free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may immediately cancel and terminate this Lease Agreement at Lessor's option.

23) NON-WAIVER OF BREACH. The failure of Lessor to insist upon strict performance of any of the covenants and agreements of this Lease Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect. All waivers of any provisions(s) of this Lease Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

24) NOTICES. Each provision of this Lease Agreement and any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice by Lessor to Lessee or with reference to the sending, mailing or delivery of any notice or the making of any payment by Lessee to Lessor shall be deemed to be complied with when and if the following steps are taken:

a) All rent and other payments required to be made by Lessee to Lessor hereunder shall be payable to Lessor at the address set forth below or at such other address as Lessor may specify from time to time by written notice delivered in accordance herewith. Lessee's obligation to pay rent and any other amounts to Lessor under the terms of this Lease Agreement shall not be deemed satisfied until such rent and other amounts have been actually received by Lessor.

b) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified or Registered mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LESSOR:	**LESSEE:**
Benton County Board of Commissioners 620 Market Street Prosser, Washington 99350	Benton-Franklin Fair Association 812 West Washington Street Pasco, Washington 99301

25) HAZARDOUS MATERIALS. Lessee agrees that Lessee shall not use, generate, treat, store or dispose of Hazardous Material on the Leased Facilities except in accordance with any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Leased Facilities. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Leased Facilities caused or permitted by Lessee results in contamination of the Leased Facilities, then Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation diminution in value of the Leased Facilities, damages for the loss or restriction on the use of rentable or usable space or of any adverse impact on marketing of space on the Leased Facilities, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the termination or expiration-of this Lease Agreement as a result of such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or

local governmental agency, political subdivision lender or buyer because of Hazardous Material present in the soil or groundwater on or under the Leased Facilities diminution in value of the Leased Facilities, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Facilities, damages arising from any adverse impact on marketing of space in the building, and sums paid in settlement of claims attorney's fees, consultant fees, laboratory fees and expert fees. Without limiting the foregoing, if the presence of any Hazardous Material on the Leased Facilities caused or permitted by Lessee results in any contamination of the Leased Facilities, Lessee shall promptly take all actions at its sole expense as are necessary to return the Leased Facilities to the condition existing prior to the contamination of the Leased Facilities by any such Hazardous Material; provided, however, the Lessor's approval of such action shall first be obtained, which approval shall not be unreasonably withheld.

Lessee will deliver to Lessor copies of any documents received from, or sent by Lessee to, the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the Lessee's operations on the Leased Facilities.

As used herein, the term "Hazardous Material" means any substance which is: (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effector as hereafter amended or enacted; (ii) a petroleum hydrocarbon including crude oil or any fraction thereof and all petroleum products; (iii) PCBs; (iv) lead; (v) asbestos; (vi) flammable explosives; (vii) infectious materials; or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42U.S.C. § 1251 *et seq.,* and the Washington Model Toxics Control Act Chapter 70.105D, Revised Code of Washington, as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup transportation or release or threatened release into the environment or Hazardous Material.

26) DEFAULT OR BREACH. In the event of a breach of any terms of this Lease Agreement by Lessee or by Lessor, the non-breaching party may elect to terminate this Lease Agreement. Provided, however, except for terminations based on any of the conditions and provisions set forth in **Sections 1, 8, 11,** and **22** above, the defaulting or breaching party shall first receive written notice of such default or breach and have the thirty (30) days within which to cure the default or breach, and if such cure is made within such thirty (30) days the termination shall not take effect. If such cure is not made within the thirty (30) days, the Lease Agreement shall be canceled and fully terminated at the end of such thirty (30) day period. Lessee shall be responsible for any costs and expenses of Lessor incurred in connection with any notice of default and termination.

27) AUTHORITY/CONSENT. The undersigned on behalf of Lessee hereby personally represent and warrant that they are members of the Board of Directors of Lessee and that their collective signatures hereon constitutes a valid action by and authorization of such board to bind Lessee to the terms of this Lease Agreement.

LESSOR: BENTON COUNTY

_____
Chairman

Date:_____

_____
Attest – Clerk of the Board

_____
Approved as to Form – Prosecuting Attorney

LESSEE: Fair Association

_____
Duane Howard, President

Date: 5/12/20

_____
, Vice President

_____
Eggie Stack, Secretary/Treasurer

_____
, Director

_____
, Director

EXHIBIT A

LEGAL DESCRIPTION FOR 1-0780-100-0002-002:
A PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M. CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 7, THENCE NORTH 89° 29' 53" WEST ALONG THE NORTH LINE OF SAID SOUTH HALF 1788.82 FEET TO A POINT THAT IS 40.00 FEET PERPENDICULAR TO THE CENTERLINE OF A CITY STREET KNOWN AS FAIRWAY DRIVE, SAID POINT LIES ON A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 49° 54' 50" EAST 1642.50 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE PARALLEL WITH SAID FAIRWAY DRIVE CENTERLINE 398.29 FEET; THENCE SOUTH 53° 51' 20" EAST PERPENDICULAR TO AN PARALLEL WITH SAID FAIRWAY DRIVE CENTERLINE 1014.35 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7; THENCE CONTINUING SOUTH 53° 51' 20" EAST 83.82 FEET; THEN SOUTH 57° 29' 45" EAST PERPENDICULAR TO AND PARALLEL WITH SAID FAIRWAY DRIVE CENTERLINE 700.79 FEET TO THE EAST LINE OF SAID SECTION 7; THENCE NORTH 00° 54' 19" EAST ALONG SAID SECTION LINE 1279.57 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD AND IN VIEW. (CONSOLIDATION PER AF#2006-024765, 7/31/2006).

LEGAL DESCRIPTION FOR 1-0880-200-0009-002:
THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER SECTION 08, TOWNSHIP 08 NORTH, RANGE 30 EAST, OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 08; THENCE ALONG THE WEST LINE OF SAID SECTION SOUTH 00°54'19" WEST 40 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF EAST 10TH AVENUE, AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°54'19" WEST 1400.65 FEET; THENCE NORTH 62°29'12" EAST 393.17 FEET; THENCE NORTH 72°58'07" EAST 164.72 FEET; THENCE NORTH 47°27'47" EAST 1110.46 FEET TO A POINT WHICH IS 60 FEET FROM AND PERPENDICULAR TO THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF COLUMBIA IRRIGATION DISTRICT LATERAL NO. 2; THENCE PARALLEL TO SAID RIGHT OF WAY MARGIN NORTH 45°33'48" WEST 592.14 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF EAST 10TH AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN NORTH 89°39'18" WEST 879.51 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 27.26 ACRES, TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD AND IN VIEW. (AF#2013-025493,07/24/2013, SURVEY #4423) AND (QCD 2013-026571, 07/31/2013).

LEGAL DESCRIPTION FOR 1-0880-200-0009-003:
THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER SECTION 08, TOWNSHIP 08 NORTH, RANGE 30 EAST, OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 08; THENCE ALONG THE WEST LINE OF SAID SECTION SOUTH 00°54'19" WEST 40 FEET TO

THE SOUTHERLY RIGHT OF WAY MARGIN OF EAST 10TH AVENUE; THENCE SOUTH 00°54'19" WEST 1400.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 62°29T2" EAST 393.17 FEET; THENCE NORTH 72°58'07" EAST 164.72 FEET; THENCE NORTH 47°27'47" EAST 1110.46 FEET TO A POINT WHICH IS 60 FEET FROM AND PERPENDICULAR TO THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF COLUMBIA IRRIGATION DISTRICT LATERAL NO. 2; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN SOUTH 45°33'48" EAST 48.93 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE ALONG THE SAID EAST LINE SOUTH 00°48'45" WEST 2181.54 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 08; THENCE ALONG SAID SOUTH LINE NORTH 89°37'49" WEST 841.74 FEET TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF COLUMBIA IRRIGATION DISTRICT'S LATERAL NO. 1 WHICH IS ON A CURVE WITH A RADIUS POINT WHICH BEARS SOUTH 86°45'05" WEST 467.72 FEET; THENCE ALONG SAID RIGHT OF WAY MARGIN AND SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 122.87 FEET; THENCE NORTH 16°22'35" WEST 115.02 FEET TO A NON-TANGENT CURVE WITH A RADIUS POINT WHICH BEARS SOUTH 75°31'37" WEST 289.66 FEET; THENCE ALONG SAID CURVE TO THE LEFT, FOR AN ARC DISTANCE OF 233.25 FEET; THENCE NORTH 56°43'41" WEST 242.46 FEET; THENCE NORTH 61°00'23" WEST 55.77 FEET; THENCE NORTH 64°17'42" WEST 39.14 FEET TO THE CALCULATED POSITION OF THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF FAIRWAY DRIVE; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY MARGIN OF FAIRWAY DRIVE NORTH 04°22'25" WEST 56.96 FEET TO A 113.19 FOOT RADIUS NON-TANGENT CURVE WITH A RADIUS POINT WHICH BEARS SOUTH 81°46'33" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY RIGHT-OF-WAY MARGIN, TO THE LEFT FOR AN ARC DISTANCE OF 35.98 FEET TOT THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE ALONG SAID WEST LINE NORTH 00°54'19" EAST 550.89 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 46.64 ACRES, TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD AND IN VIEW. (AF#2013-025493,07/24/2013, SURVEY #4423) AND (QCD 2013-026572, 07/31/2013).

LEGAL DESCRIPTION FOR 1-0880-201-1253-002
SHORT PLAT #1253, LOT 2, MEASURING 56.46 ACRES.

EXHIBIT B


108802000009002
107801000002002
108802000009003
108802011253002
Benton County Fairgrounds
2018 Orthophoto
No Scale
Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	Funding Agreement with Washington State Department of Children, Youth, and Families
Presenter:	Matt Rasmussen
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen

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 (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☒ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Summary / Background Information

During the 2018 and 2019 Washington State Legislative Sessions, Benton County, in partnership with Franklin County, proposed to the Legislature the construction and/or remodel of an At-Risk Youth Services Center at the Benton-Franklin Counties Juvenile Justice Center to better serve the needs of at-risk youth including, but not limited to, improved courtroom facilities, administrative and counseling services, and designated space for community outreach, intervention services, youth programs, and education. These improvements would allow for increased capacity to provide preventative services to at-risk youth.

Effective May 21, 2019, the Washington State Legislature approved the transfer of $750,000 of funds from the Department of Children, Youth, and Families for the final design and construction of an at-risk youth services center at the Benton-Franklin Counties Juvenile Justice Center. (SHB 1102, Section 2085).

On January 1, 2020 the Boards of Commissioners of Benton and Franklin Counties approved a Memorandum of Agreement regarding this funding appropriation and responsibilities of each party (Benton County Resolution 2020-054, Franklin County Resolution 2019-389).

This funding agreement is effective April 1, 2020 through June 30, 2021. Approval to form was provided via email (attached) as there is not a location for approval to form on the funding agreement document.

Fiscal Impact

Amount: $750,000
Fund: Capital Projects

Recommendation

Approve the attached resolution and funding agreement as presented.

Suggested Motion

I move to approve the attached resolution and funding agreement with the Washington State Department of Children, Youth, and Families for the transfer of $750,000, as appropriated under SHB 1102, for the final design and construction of an At-Risk Youth Services Center in Kennewick, Washington and to authorize the Chairman to sign on behalf of the Board.

Shyanne Palmus

From: Eric Andrews
Sent: Tuesday, May 19, 2020 9:17 AM
To: Shyanne Palmus
Subject: DCYF Benton County Funding Agreement & GTC

I approve this grant agreement as to form.

R/

Eric T. Andrews
Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A COUNTY PROGRAM AGREEMENT FUND TRANSFER BETWEEN BENTON COUNTY, WASHINGTON AND WASHINGTON STATE DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES FOR FINAL DESIGN AND CONSTRUCTION OF AN AT-RISK YOUTH SERVICES CENTER

WHEREAS, During the 2018 and 2019 Washington State Legislative Sessions, Benton County, in partnership with Franklin County, proposed to the Legislature the construction and/or remodel of an At-Risk Youth Services Center at the Benton-Franklin Counties Juvenile Justice Center to better serve the needs of at-risk youth; and

WHEREAS, improvements to courtroom facilities, administrative and counseling services, and designated space for community outreach, intervention services, youth programs, and education allow for increased capacity to provide preventative services to at-risk youth; and

WHEREAS, effective May 21, 2019, the Washington State Legislature approved the transfer of $750,000 of funds from the Department of Children, Youth, and Families for the final design and construction of an at-risk youth services center at the Benton-Franklin Counties Juvenile Justice Center (SHB 1102, Section 2085); **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the attached County Program Agreement Fund Transfer with Washington State Department of Children, Youth, and Families (DCYF Agreement Number 2063-69583) for final design and construction of an at-risk youth services center in the amount of $750,000; and

BE IT FURTHER RESOLVED, the Chairman is hereby authorized to sign the attached County Program Agreement Fund Transfer on behalf of the Board; and

BE IT FURTHER RESOLVED, this agreement shall begin on April 1, 2020 and terminate on June 30, 2021.

Dated this 2nd day of June, 2020.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: …….
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Cc: Auditor; PA-Contract Compliance; Commissioners; Dept. of Children, Youth, and Families S. Palmus

COUNTY PROGRAM AGREEMENT
Fund Transfer

DCYF Agreement Number
2063-69583

This Program Agreement is by and between the State of Washington Department of Children, Youth & Families (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement number 1983-56631 On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DCYF ADMINISTRATION	DCYF DIVISION	DCYF INDEX NUMBER	DCYF CONTRACT CODE
Department of Children, Youth, and Families	Children, Youth and Families	1122	2000CC-63

DCYF CONTACT NAME AND TITLE	DCYF CONTACT ADDRESS
Rachel Denney Contract Manager	1115 Washington St SE Olympia, WA 98504

DCYF CONTACT TELEPHONE	DCYF CONTACT FAX	DCYF CONTACT E-MAIL
(360)688-6803	Click here to enter text.	Rachel.Denney@dcyf.wa.gov

COUNTY NAME	COUNTY ADDRESS
Benton County	Commissioners Office 7122 West Okanogan Place Building A Kennewick, WA 99336
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER 91-6001296	COUNTY CONTACT NAME Matt Rasmussen

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(509) 786-5600		matt.rasmussen@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
No	

PROGRAM AGREEMENT START DATE	**PROGRAM AGREEMENT END DATE**	MAXIMUM PROGRAM AGREEMENT AMOUNT
04/01/2020	06/30/2021	$750,000.00

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

☐ **Exhibits (specify):** No Data Security Exhibit

☒ **No Exhibits.**

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
	Jim Beaver Chairman of the Board of Commissioners	

DCYF SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	Rachel Denney DCYF HQ Contracts Team Manager	

Special Terms and Conditions

This County Program Agreement (Agreement) is made and entered into by the Washington State Department of Children, Youth, and Families (DCYF) Juvenile Rehabilitation (JR), and Benton County.

1. **Purpose and Duration**

   a. Purpose. The purpose of this Agreement is to transfer $750,000 to Benton County that was appropriated under SHB 1102 solely for the final design and construction of an at-risk youth services center in Kennewick, Washington. DCYF will not have a perpetual license to, nor would require ownership of building to be returned to DCYF for this Agreement.

   b. Period of Performance. This Agreement is effective from April 1, 2020 through June 30, 2021.

2. **Roles and Responsibilities**

   a. DCYF/JR shall:

      DCYF/JR shall transfer $750,000 to Benton County as of the effective date of this Agreement using the A-19 invoice billing process.

      i. Payment shall be considered timely if made by DCYF/JR within 30 days after receipt of the properly completed invoice.

      ii. Payment shall be sent to the Contractor's address on page one of this Contract.

      iii. The Contractor accepts the DCYF/JR payment as the sole and complete payment for the services provided under this contract.

      iv. DCYF shall remain silent on Section 19 and Section 29 of the General Terms and Conditions Agreement 1983-56631, incorporated by reference herein, for the sole purpose of this funding agreement.

   b. Benton County shall:

      Use the transferred funds as required under SHB 1102.

3. Contacts for Notice

   a. The primary program contact for this Agreement for Benton County shall be:

      Matt Rasmussen, Deputy County Administrator
      7122 W Okanogan Place, Building A
      Kennewick, WA 99336
      Phone: 509-786-5600
      Email: Matt.Rasmussen@co.benton.wa.us

   b. The primary program contact for this Agreement for DCYF/JR shall be:

      Trent Philips
      Capital Budget/Facilities Manager

Special Terms and Conditions

Division of Institutional Programs
Phone: 360-951-0717
Email: trent.phillips@dcyf.wa.gov

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	BCCD-Updates- Construction / Employee Locker Rooms / COVID-19 Pandemic Response
Presenter:	Scott Souza, Linda Ivey
Prepared By:	Scott Souza, Linda Ivey
Reviewed By:	

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

Summary / Background Information

Provide the Board of County Commissioners a brief update on the following topics:

- **BCCD Construction Project**- The B-Side is nearing completion and a slight modification to the shower areas of the previously completed C-Side is scheduled to take place upon the completion of the B-Side. Total project completion date is expected to be June 21, 2020.

- **Employee Locker Room**- Staff have responded well to the availability of locker rooms. Of the available 165 lockers within the male locker room, **144 have been assigned**. Of the available 70 lockers within the female locker room, **44 have been assigned**.

- **COVID-19 Pandemic Response**- Now that the construction project in the jail has been completed, we had anticipated bringing contract numbers back up to around 150 from 125. We are currently holding 40 USMS with no anticipated date of being able to accept new inmates. At $82.25 per bed day we can anticipate seeing a loss of $271,425 per month. Using this loss for May through December of 2020 we are looking at $2,171,400.00 loss of revenue to C/E.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

N/A

Suggested Motion

N/A