Jerome Delvin
District 1
Shon Small
District 2
Will McKay
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#

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, April 13, 2021

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **April 6, 2021**

Review Agenda
Consent Agenda

Board of Equalization
a. Reappointment of George Romano

Commissioners
b. Line Item Transfer, Fund No. 0000-101, Dept. 107

Facilities
c. Line Item Transfer, Fund No. 0000-101, Dept. 110

Information Technology
d. Purchase of One Scanner from Strictly Technology for Facilities Department
e. Purchase of One PC & Two Monitors from Dell for Human Services Department

f. Purchase of Electronic Data Processing & Telecommunications Equipment From CompuNet for Administration Building

Public Works

g. City of West Richland Franchise to Place a Water & Sewer System Lines & Facilities in County Road Rights of Way

Purchasing

h. Ratifying Contract w/Top Tree Service for Emergency Removal of Three Trees at Two Rivers Park
i. Contract w/Dynamic Laundry Systems for Quarterly Inspections and Repair & Maintenance Services for Corrections Dept.
j. Agreement w/San Diego Police Equipment Co. for Ammunition; Amending Resolution 2020-151
k. Authorization to Advertise & Bid for Magnesium Chloride for Public Works Department
l. Authorization to Advertise & Bid the Furnishings Package for the Administration Building
m. Contract w/Stantec Consulting for Architectural & Engineering Services for Design of Radio System at the Justice Center

Public Comment ***~ for public engagement during Commissioners' meetings, please use the public comments phone line @:*** ***Dial: 509 460-4941***

Public Hearing

Budget Supplemental Requests ~ L Ivey

- Human Services – 0108-101, Dept. 551
- Current Expense CARES/CRRSAA – 0000-101, Dept. 139
- REET Technology – 0129-101, Dept. 000
- Protective Inspection – 0149-101, Dept. 000
- Current Expense District Court – 0000-101, Dept. 111
- Current Expense Non-Departmental – 0000-101, Dept. 115

Scheduled Business

Purchase of One Trailer Mounted Radar ~ Commander Law & Deputy Tungesvik

Contract w/Gordon Thomas Honeywell Governmental Affairs for Federal Lobbying Services ~ A Fyall

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, April 6, 2021, 9:00 a.m.
Meeting provided by Video Live-Broadcast and Telephonically

Present: Chairman Jerome Delvin
Commissioner Shon Small (via/WebEx)
Deputy County Administrator Matt Rasmussen
Clerk of the Board Cami McKenzie

Absent: Commissioner Will McKay (Vacation – Excused)
County Administrator Jerrod MacPherson (Vacation – Excused)

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Adam Fyall, Sustainable Development Manager; Michelle Cooke, Assistant Planning Manager; Adam Morasch, Risk Management.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of March 30, 3021 were approved.

Review Agenda

Matt Rasmussen said the Executive Session to Discuss the County's Position in Labor Negotiations was not needed.

Consent Agenda

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

Human Resources

a. Amended Settlement Agreement w/Benton County Deputy Sheriff's Guild and Jorge Garcia

Human Services

b. Ratifying Agreement w/Goodwill Industries of the Columbia for Eviction Rent Assistance
c. Ratifying Fourth Amended Agreement w/WA State Dept of Commerce for Eviction Prevention Services

d. Ratifying Agreement w/Tri-Cities Hispanic Chamber of Commerce for Eviction Rent Assistance Program
e. Ratifying Agreement w/Safe Harbor Crisis Nursery for Expansion of Shelter Beds for Youths

Information Technology

f. Line Item Transfer, Fund No. 0132-101, Dept. 000
g. Lease Agreement w/Ricoh for Three Copiers for Corrections Department

Office of Public Defense

h. Amended Public Defense Investigation Contract w/GT Investigations
i. Amended Public Defense Investigation Contract w/Columbia Private Investigation
j. Amended Public Defense Investigation Contract w/Premier Investigation
k. Compensating Attorney Luis Cisneros for Training Services

Public Works

l. Approving Construction Plans for a Portion of Orchard View Subdivision & Setting Speed Limit

Purchasing

m. Agreement w/National Cooperative Purchasing Alliance to Register as a Member
n. Contract w/Wave Design Group for Architectural & Engineering Services for the Redesign of the Front Entrance of the Justice Center
o. Purchasing Sign Materials from Traffic Safety Supply Company for Public Works
p. Accepting Work Performed by Banlin Construction for the Finance Dept. Tenant Improvement & Restroom Project

Risk Management

q. Contract w/Mid-Columbia Forklift for Training & Employee Certification

Public Comment

None.

Cont. Public Hearing - Ordinance Amendment – BCC 11.15 & BCC 11.17 – OA 2021-001

Michelle Cooke said this was a continued public hearing for proposed ordinance amendments to increase wind turbine setback requirements from property lines, dwellings, and road rights of way for wind turbines located in the Rural Lands 20 Acre and GMA Agricultural Zoning Districts. Additionally, to allow meteorological towers to gather data to assess wind and solar energy potential. Specifically, the ordinance amendment proposes an increase from 1,000 feet to 1,640 feet for the setback to dwellings. The setback from property lines and road rights of way are both a distance equal to wind turbine height, plus 50% of that height.

The Planning Commission held a public hearing on March 9, 2021 and voted unanimously to forward a recommendation for approval subject to five (5) findings of fact.

Chairman Delvin said he requested the Planning Department review this matter a year ago and that it had nothing to do with the current proposal by the wind farm.

As no one was present or called in to testify, public testimony was closed.

MOTION: Commissioner Small moved to adopt the Planning Commission's Findings and Conclusions as their own and approve the proposed zoning amendment amending Ordinance 611, Chapter 11.15.060, 11.17.040, and 11.17.070 as noted in Casefile OA 2021-001. Chairman Delvin seconded and upon vote, the motion carried.

Scheduled Business

Designation of Benton County's Official Associate Development Organization - TRIDEC

Adam Fyall presented a resolution designating TRIDEC as Benton County's official associate development organization. The ADO is an entity that Benton County would designate to the Department of Commerce.

MOTION: Commissioner Small moved to approve the Resolution designating TRIDEC as the official associate development organization for Benton County for 2021-2023. Chairman Delvin seconded and upon vote, the motion carried.

County Newspaper Bid Opening

Matt Rasmussen said every year the Commissioners were required to advertise for the official county newspaper. The following bids were received and opened:

Tri-City Herald:	Mon-Fri	Sat-Sun
Column-inch rate, first insertion, including online:	$22.82	$23.41
Column-inch rate, additional insertions:	$20.50	$20.97

Prosser Record Bulletin:	Weekly (Wednesday)
Column-inch rate, first insertion:	$18.00
Column-inch rate, subsequent insertion:	$26.00

Mr. Rasmussen said that staff would evaluate the bids based on use and bring back an award at a future meeting date.

Proclaiming April 2021 as National County Government Month

Commissioner Delvin presented a Resolution proclaiming April 2021 as National County Government Month in Benton County.

MOTION: Commissioner Small moved to approve the resolution and proclamation and declare April 2021 as National County Government Month in Benton County, and in so doing demonstrate how Counties Matter, especially in supporting the health, wellbeing, and safety of our residents and businesses. Chairman Delvin seconded and upon vote, the motion carried.

Other Business

Hybrid Meeting

Commissioner Small asked about hybrid meetings and whether Benton County would be doing that. Mr. Rasmussen said they were headed in that direction as soon as the board room upgrades in Prosser were complete. It would include a small in-person component and virtual component.

Legislative Issues

- Recovery Center - Chairman Delvin said it looked like they were going to get $2.7 million for the proposed recovery center and it was approved in both budgets. He recognized Michelle Gerber and Benton County's lobbying organization. If they were not allowed to purchase the proposed building without restriction, he recommended they look into constructing their own recovery center.

- .09 Money - Sales and Use Tax for Public Facilities in Rural Counties - This tax was extended out to the 2054 and looked like it would be approved, so they would still have that money available for economic development.

- Blake Decision - The Board still needed to have a workshop to discuss the impacts of this decision.

Executive Session - Potential Litigation

The Chairman and Deputy County Administrator announced at 9:20 a.m. the Board would go into executive session for up to 30 minutes to discuss potential litigation.

The Board briefly recessed to reconvene in the Cougar Conference Room.

Present were Chairman Delvin, Commissioner Small, Matt Rasmussen, Adam Morasch, DPA Ryan Lukson via/WebEx, and Cami McKenzie. The Board came out of executive session and briefly recessed to reconvene back in the Commissioners' Conference Room.

The Board came out at 9:30 a.m. The Chairman announced that no decisions were made in executive session.

Tort Claim

CC 2201-07: Received April 2, 2021 from Austin Alexander Reno
CC 2021-08: Received April 5, 2021 from Jordan Levi Valentine

Accounts Payable

Check Date: 04/02/2021

Warrant #: 216210-216319
Total all funds: $551,106.05

EFT #: 1715-1717
Transfers #: 04022101-04022102
Total all funds: $17,025.29

Resolutions

2021-284: Amended Settlement Agreement w/Benton County Deputy Sheriff's Guild and Jorge Garcia
2021-285: Ratifying Agreement w/Goodwill Industries of the Columbia for Eviction Rent Assistance
2021-286: Ratifying Fourth Amended Agreement w/WA State Dept of Commerce for Eviction Prevention Services
2021-287: Ratifying Agreement w/Tri-Cities Hispanic Chamber of Commerce for Eviction Rent Assistance Program
2021-288: Ratifying Agreement w/Safe Harbor Crisis Nursery for Expansion of Shelter Beds for Youths
2021-289: Line Item Transfer, Fund No. 0132-101, Dept. 000
2021-290: Lease Agreement w/Ricoh for Three Copiers for Corrections Department
2021-291: Amended Public Defense Investigation Contract w/GT Investigations
2021-292: Amended Public Defense Investigation Contract w/Columbia Private Investigation
2021-293: Amended Public Defense Investigation Contract w/Premier Investigation
2021-294: Compensating Attorney Luis Cisneros for Training Services
2021-295: Approving Construction Plans for a Portion of Orchard View Subdivision & Setting Speed Limit
2021-296: Agreement w/National Cooperative Purchasing Alliance to Register as a Member
2021-297: Contract w/Wave Design Group for Architectural & Engineering Services for the Redesign of the Front Entrance of the Justice Center
2021-298: Purchasing Sign Materials from Traffic Safety Supply Company for Public Works
2021-299: Accepting Work Performed by Banlin Construction for the Finance Dept. Tenant Improvement & Restroom Project
2021-300: Contract w/Mid-Columbia Forklift for Training & Employee Certification
2021-301: Adoption of Ordinance 634 Relating to Zoning and Rural Lands Twenty Acre District - Rl-20 - and Growth Management Act Agricultural District – GMAAD
2021-302: Designation of the Tri Cities Development Council - TRIDEC as Benton County's Associate Development Organization for the 2021-2023 Biennium

2021-303: Proclaiming April 2021 as National County Government Month in Benton County

There being no further business before the Board, the meeting adjourned at approximately 9:34 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 13, 2021
Subject:	Re-Appointment of George Romano to the Board of Equalization
Presenter:	
Prepared By:	Peggy Brown
Reviewed By:	

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

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

Summary / Background Information

George Romano's term on the Benton County Board of Equalization is due to expire April 30, 2021. Mr. Romano has expressed a willingness to be re-appointed for another 3 year term expiring April 30, 2024.

Fiscal Impact

Amount:

Fund:

Recommendation

Re-appoint Mr. George Romano to the Board of Equalization with term expiring April 30, 2024.

Suggested Motion

Consent Agenda resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT OF GEORGE ROMANO TO THE BENTON COUNTY BOARD OF EQUALIZATION

WHEREAS, the term for George Romano is set to expire on April 30, 2021; and

WHEREAS, George Romano has expressed an interest and willingness to be re-appointed for an additional three-year term; **NOW, THEREFORE,**

BE IT RESOLVED that George Romano is hereby re-appointed to the Benton County Board of Equalization effective May 1, 2021 and said term expiring on April 30, 2024.

Dated this . . . . . day of . . . . . , 20 . . . .

_____

Chairman of the Board

_____

Chairman Pro Tem

_____

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

Commissioners,

Mr. George Romano expressed his desire to be re-appointed to the Board of Equalization via email on March 30, 2021. I, Peggy Brown, clerk to the Board of Equalization submitted a resolution to the County Commissioners stating his request. Thank you.

Peggy Brown,
Clerk, Benton County BOE
3-30-21

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 107

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

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, File,

Prepared by: L. Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Commissioners Dept Nbr: 107

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
513.100	3201	Vehicle Fuel	$1,100	513.100	3508	Computer Replacement	$1,100
TOTAL			$1,100	TOTAL			$1,100

Explanation:

Transfer of funds for computer replacement for the Budget & Finance Analyst.

Prepared by: Linda Ivey Date: 06-Apr-2021

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 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 April , 2021

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:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518-301	3133	Maintenance/Repair Supplies	$2,350
TOTAL			$2,350

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518-301	3507	Non Replacement Computers	$1,400
518-301	3508	Computer Replacement	$950
TOTAL			$2,350

Explanation:

Computer costs associated with new Office Assistant IV position.

Prepared by: Cami McKenzie

Date: 02-Apr-2021

Approved ❑

Denied ❑

Date: 4/13/2021

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 13, 2021
Subject:	Approving the purchase of one Fujitsu Fi-7060 Scanner for the Facilities Department from Strictly Technology LLC.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Facilities has requested to purchase a new scanner for their Office Assistant. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

Fiscal Impact

Amount: **$859.99 excluding WSST.**

Fund: **Approved Facilities 2021-2022 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one Fujitsu Fi-7060 scanner from Strictly Technology LLC in an amount not to exceed $859.99 excluding WSST. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE FUJITSU FI-7060 SCANNER FOR THE FACILITIES DEPARTMENT FROM STRICTLY TECHNOLOGY LLC.

WHEREAS, the Facilities Department has made a request to purchase a scanner for their Office Assistant; and

WHEREAS, Information Technology reviewed three quotes from three vendors in Southern Computer Warehouse, Strictly Technology LLC, and Computer Discount Warehouse - Government; and

Southern Computer Warehouse	Fujitsu Fi-7060 Scanner	$873.73
Strictly Technology LLC	**Fujitsu Fi-7060 Scanner**	**$859.99**
Computer Discount Warehouse – Government	Fujitsu Fi-7060 Scanner	$908.59

WHEREAS, Information Technology recommends purchasing one Fujitsu Fi-7060 scanner from Strictly Technology LLC.; and

WHEREAS, the Purchasing Department has reviewed this purchase and found it complies with Procurements, Leasing, and Contracting Policy; and

WHEREAS, per Resolution 2019-753 of the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Fujitsu Fi-7060 scanner for the Facilities Department in an amount not to exceed $859.99 excluding Washington State Sales Tax, to be paid for using approved 2021-2022 Facilities Department funds; and

BE IT FURTHER RESOLVED, newly purchased scanner will be enrolled into Central Services Replacement Fund (0132101).

Dated this 13 day of April , 2021

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Facilities

Prepared by: R. Heard

QUOTE CONFIRMATION

DEAR ROBERT HEARD,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MBGM424	4/2/2021	MBGM424	12775051	$986.59

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Fujitsu fi-7160 - document scanner - desktop - USB 3.0 Mfg. Part#: PA03670-B085 UNSPSC: 43211711 Contract: National IPA Technology Solutions (2018011-01)	1	5046017	$908.46	$908.46

PURCHASER BILLING INFO

Billing Address:
BENTON COUNTY INFORMATION TECH
ACCOUNTS PAYABLE
PO BOX 608
PROSSER, WA 99350-0608
Phone: (509) 786-5603
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
BENTON COUNTY INFORMATION TECH
JUSTICE CENTER
7122 W OKANOGAN PL BLDG A
KENNEWICK, WA 99336-2359
Shipping Method: UPS Ground

SUBTOTAL	$908.46
SHIPPING	$0.00
SALES TAX	$78.13
GRAND TOTAL	$986.59

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Von Alanguilan | (877) 679-0888 | vonalan@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2021 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

StrictlyTech
we make IT happen

** NEW ADDRESS ** 2300 NW 55th Court, Suite 110 | Fort Lauderdale, FL 33309

Quotation (Open)

Date
Apr 02, 2021 11:40 AM EDT

Modified Date
Apr 02, 2021 11:40 AM EDT

Doc #
92380 - rev 1 of 1

Description
Fujitsu Fi-7160

SalesRep
McLeod, Ethan
(P) 954.541.8559
(F) 954.606.5441

Customer Contact
Robert , Heard
Robert.Heard@co.benton.wa.us

Customer
Benton County WA (13-694)
Robert , Heard
PO Box 608
Prosser, WA 99350-0608
United States
(P) (509) 786-5710

Bill To
Benton County WA
Robert , Heard
PO BOX 608
Prosser, WA 99350
United States
(P) (509) 786-5710

Ship To
Benton County WA
Information, Technology
7122 W Okanogan Pl, Bldg A
Ref ITD-210322T4
Kennewick, WA 99336-2359
United States
(P) (509) 786-5710

Payment Method
Terms: Undefined

Shipping Info
Delivery Method: FedEx Ground
Carrier Account #:
Special Instructions:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Fujitsu fi-7160 Document scanner - Dual CCD - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 60 ppm (mono) / up to 60 ppm (color) - ADF (80 sheets) - up to 4000 scans per day - USB 3.0	PA03670-B085	Yes	1	$859.99	$859.99

CAGE: 70BA0
DUNS: 078817964
FEIN: 46-2619818
Woman-Owned Small Business (WOSB)
Primary NAICS: 423430

Subtotal:	**$859.99**
Tax (8.6000%):	$73.96
Shipping:	$0.00
Total:	**$933.95**

Southern Computer Warehouse
1395 S. Marietta Parkway | Building 300-106
Marietta, GA 30067
(P) 877-468-6729
(F) 770-579-8937
SCW.com

Quote # 100297079 - Fujitsu Fi-7060 scanner
Cust #: A11627 (Benton County WA)
Quote Date: Apr 2, 2021

Sold to:	Ship to:
Robert Heard Benton County WA 620 Market Street Prosser, Washington, 99350 T: 509-786-5603 Robert.Heard@co.benton.wa.us	Robert Heard Benton County WA 620 Market Street Prosser, Washington, 99350 T: 509-786-5603 Robert.Heard@co.benton.wa.us
Payment Method	**Shipping Method:Free Shipping**
No Payment Information Required	Free Shipping (Total Shipping Charges $0.00)

Notes: Please review the requested quote. . Have a great day and thanks for the opportunity!!

#	Products	SKU	Price	Qty	Subtotal
1	Fujitsu fi-7160 - Document scanner - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 60 Currently in stock and ready to ship	FUJ-PA03670-B085	$873.73	1	$873.73

Subtotal:	$873.73
Tax:	75.14
Grand Total (Incl. Tax):	$948.87

Thank you for your quote. We value your business and will continue to provide you excellent service in addition to our comprehensive product line. All returns must be authorized and clearly marked with a valid RMA number. Returns are subject to restock fees when applicable.
Quotes are valid for 30-days unless otherwise noted.

Shelton Canady
shelton.canady@scw.com
Southern Computer Warehouse
1395 S. Marietta Parkway | Building 300-106
Marietta, GA 30067
(P) 877-468-6729
(F) 770-579-8937

This Quote may contain material that is confidential, and proprietary to SCW , for the sole use of the intended recipient.
Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited.
If you are not the intended recipient, please contact the sender and delete all copies.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 13, 2021
Subject:	Approving the purchase of one OptiPlex 5080 Micro or comparable model pc and two 24-Inch Monitors for the Human Services Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Human Services has requested to purchase a pc and monitors for a new budgeted position. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

PC and monitors will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$1,600 excluding WSST.**

Fund: **Approved Human Services 2021-2022 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one Dell OptiPlex 5080 Micros or comparable model pc and two Dell 24-inch monitors in an amount not to exceed $1,600 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE DELL OPTIPLEX 5080 MICRO OR COMPARABLE MODEL PC AND TWO DELL 24-INCH MONITORS FOR THE HUMAN SERVICES DEPARTMENT FROM DELL INC.

WHEREAS, the Human Services Department has made a request to purchase a new pc, and two monitors for a new position; and

WHEREAS, Information Technology recommends purchasing one Dell OptiPlex 5080 or comparable model pc and two Dell 24-inch monitors from Dell Inc.; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; and

WHEREAS, the Purchasing Department has reviewed this purchase and found it complies with Procurements, Leasing, and Contracting Policy; and

WHEREAS, per Resolution 2019-753 of the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Dell OptiPlex 5080 or comparable model pc and two Dell 24-inch monitors for the Human Services Department in an amount not to exceed $1,600 excluding Washington State Sales Tax, to be paid for using approved 2021-2022 Human Services Department funds; and

BE IT FURTHER RESOLVED, newly purchased laptop and docking station will be enrolled into Central Services Replacement Fund (0132101).

Dated this 13 day of April , 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Human Services

Prepared by: R. Heard

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000082102781.1**	Sales Rep	Charles Anglin
Total	**$1,525.95**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Mar. 31, 2021	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Apr. 30, 2021		
Deal ID	19472910		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 5080 Micro	**$1,000.08**	**1**	**$1,000.08**
Dell 24 Monitor - P2419H	**$202.52**	**2**	**$405.04**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$1,405.12**
Shipping:	**$0.00**
Estimated Tax:	**$120.83**
Total:	**$1,525.95**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

		Quantity	Subtotal
OptiPlex 5080 Micro	**$1,000.08**	**1**	**$1,000.08**

Estimated delivery if purchased today:
Apr. 20, 2021
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 5080 Micro XCTO	210-AVOQ	-	1	-
10th Generation Intel Core i7-10700T (8-Core, 16MB Cache, 2.0GHz to 4.5GHz, 35W)	338-BVDG	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
16GB (1x16GB) DDR4 non-ECC Memory	370-AFIX	-	1	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BEUS	-	1	-
Thermal Pad	412-AALV	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
OptiPlex 5080 Micro, 35W	329-BEVF	-	1	-
130 Watt AC Adapter	450-AHYZ	-	1	-
Power Cord	450-AAZN	-	1	-
Internal Wireless Antennas	555-BFPV	-	1	-
Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1	555-BFRK	-	1	-
Wireless Driver, Intel® WiFi 6 AX201 2x2 (Gig+) + Bluetooth 5	555-BFTX	-	1	-
No Additional Cable Requested	379-BBCY	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
Dell KM636 Wireless Keyboard&Mouse (Blk)	580-AISH	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
No Cable Cover	325-BCZQ	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Dell Watchdog Timer	379-BDWG	-	1	-
Quick Setup Guide 5080 MFF	340-CPQG	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Ship Material for OptiPlex Micro Form Factor	340-CQYN	-	1	-
Shipping Label for DAO,BRZ	389-BBUU	-	1	-
No CompuTrace	461-AABF	-	1	-
Regulatory Label for OptiPlex 5080 MFF 130 W, DAO	389-DVUS	-	1	-
No Intel Responsive	551-BBBJ	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
Custom Configuration	817-BBBB	-	1	-
Intel Standard Manageability (ISM)	631-ACOK	-	1	-
No Dell Backup and Recovery software	637-AAAM	-	1	-
No Optane	400-BFPO	-	1	-
No Option Included	340-ACQQ	-	1	-
Speaker for OptiPlex MFF	520-AARC	-	1	-
No External ODD	429-ABGY	-	1	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	1	-
Onsite/In-Home Service After Remote Diagnosis 4 Years	804-9046	-	1	-

		Quantity	Subtotal
Dell 24 Monitor - P2419H	**$202.52**	**2**	**$405.04**

Estimated delivery if purchased today:
Apr. 12, 2021
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	2	-
Dell Limited Hardware Warranty	814-5380	-	2	-
Advanced Exchange Service, 3 Years	814-5381	-	2	-

Subtotal:	**$1,405.12**
Shipping:	**$0.00**
Estimated Tax:	**$120.83**
Total:	**$1,525.95**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 13, 2021
Subject:	Approving the purchase of Electronic Data Processing and Telecommunication Equipment from CompuNet, Inc. for the New Benton County Administration Building
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

On January 28, 2020, the Board approved Resolution 2020-101 signing a contract with Banlin Construction LLC to start construction on the new Benton County Administration Building. The new Administration Building is slated to be completed September 2021. IT has been asked to purchase electronic data processing equipment and telecommunication devices which include switches, wireless access points, and Cisco WebEx codecs (video conferencing equipment) for the new building to make sure that County network resources and services can be delivered by the time County Departments start using the facility.

All funds used to purchase equipment will be taken out the Capital Projects Fund. All equipment will be purchased from CompuNet, Inc. CompuNet is a State approved vendor, WA, NASPO AR233(14-19) 01114.

Fiscal Impact

Amount: **$130,578.88 excluding WSST.**

Fund: **Capital Projects Fund**

Recommendation

Information Technology recommends that the Board approves the purchase for electronic data processing and telecommunication equipment from CompuNet, Inc. All equipment purchased will be added to Central Services Replacement Fund (0132-101)

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ELECTRONIC DATA PROCESSING AND TELECOMMUNICATIONS EQUIPMENT FROM COMPUNET, INC. FOR THE NEW BENTON COUNTY ADMINISTRATION BUILDING

WHEREAS, on January 20, 2020, the Board of County Commissioners approved Resolution 2020-101 signing a contract with Banlin Construction LLC to start construction on the new Benton County Administration Building; and

WHEREAS, the new Administration Building is slated to be completed by the end of September 2021; and

WHEREAS, Information Technology has reviewed the Administration Building electronic data processing and telecommunication needs which include switches, wireless access points, and video conferencing endpoints; and

WHEREAS, to assure that County network resources and services are delivered to the new Administration Building upon completion, Information Technology recommends purchasing equipment now to avoid any unforeseen problems with equipment delivery; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2021-213, Section 10, Washington State Master Contract Usage Agreement allows the County to purchase or acquire goods and services under contracts entered into by the Department of Enterprise Services ("DES"); and

WHEREAS, equipment will be purchased from a Washington State approved Cisco certified vendor NASPO Contract AR233(14-19) 01114, CompuNet, Inc.; and

WHEREAS, the Purchasing Department has reviewed this purchase and found it complies with Procurements, Leasing, and Contracting Policy; **NOW THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with Information Technology's recommendation and approves the purchase of electronic processing and telecommunication equipment from CompuNet, Inc. in the amount not to exceed $130,578.88 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, that the Chairman of the Board is hereby authorized to sign the attached quote.

Dated this 13th day of April , 2021

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor

Prepared by: R Heard

CompuNet, Inc.

Admin Building - Switching

Contract Information:
WA, NASPO, AR233(14-19) 01114

Bill To:

Benton County
P.O. Box 608
Prosser, WA 99350

Ship To:

Benton County
620 Market Street
Prosser, WA 99350

Quote Information:

Quote #: MF162087
Version: 2
Delivery Date: 03/18/2021
Expiration Date: 04/11/2021

Prepared by:

Mark Friedman
509-795-8276
mfriedman@compunet.biz

Prepared for:

Robert Heard
(509) 737-3529
Robert.Heard@co.benton.wa.us

Meraki

Description		List Price	Price	Qty	Ext. Price
MR56-HW	Meraki MR56 Wi-Fi 6 Indoor AP	$1,855.47	$927.74	15	$13,916.10
MS350-48FP-HW	Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	$11,675.72	$5,837.86	11	$64,216.46
			Subtotal:		**$78,132.56**

Cisco Room Kit

Description		List Price	Price	Qty	Ext. Price
CS-KIT-K9	Room Kit with integrated microphone, speakers and Navigator	$12,137.65	$6,311.58	8	$50,492.64
PWR-CORD-USA-B	Power Cord for United States of America 2m 10A	$0.00	$0.00	16	$0.00
CS-MIC-TABLE-J	Cisco Table Microphone with Jack plug	$469.64	$244.21	8	$1,953.68
CAB-2HDMI-1.5M-GR-	1.5m GREY HDMI 2.0	$0.00	$0.00	8	$0.00
CAB-ETH-5M-GR-	CAB (16,4 feet / 5m) GREY ETHERNET	$0.00	$0.00	16	$0.00
PSU-12VDC-70W-GR-	Powersupply - AC/DC, 12V, 6.25A, grey	$0.00	$0.00	8	$0.00
CS-KIT-WMK-	Wall Mount for Cisco Spark Kit	$0.00	$0.00	8	$0.00
CS-KIT-SMK-	Screen Mount for Cisco Spark Kit	$0.00	$0.00	8	$0.00
CAB-DV10-8M-	8 meter flat grey Ethernet cable for Touch 10	$0.00	$0.00	8	$0.00
CS-POE-INJ+	Touch PoE power injector	$0.00	$0.00	8	$0.00

Cisco Room Kit

Description		List Price	Price	Qty	Ext. Price
CS-T10-TS+	Cisco Webex Room Navigator - Table stand version	$0.00	$0.00	8	$0.00

Subtotal: **$52,446.32**

Shipping

Description		Qty
Shipping	Ground Shipping To Be Determined, Billed As Actual	1

Quote Summary

Description	Amount
Meraki	$78,132.56
Cisco Room Kit	$52,446.32
Subtotal:	**$130,578.88**
Estimated Tax:	**$11,229.79**
Total:	**$141,808.67**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

Benton County

Signature: _____

Name: _____

Date: _____

PO Number: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 13th, 2021
Subject:	City of West Richland; Franchise
Presenter:	N/A
Prepared By:	Cristina Woods
Reviewed By:	Douglas D'Hondt

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:

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

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

The City of West Richland has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held February 9th, 2021 to consider the request of City of West Richland who has applied for a nonexclusive franchise to place a water and sewer system lines and associated facilities in unincorporated Benton County.

Fiscal Impact

N/A

Recommendation

Benton County Public Works recommends that the Commissioners approve the Franchise Order and Agreement with City of West Richland, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO CITY OF WEST RICHLAND TO PLACE A WATER AND SEWER SYSTEM LINES AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held February 9th, 2021 to consider the request of the City of West Richland who has applied for a nonexclusive franchise to place a water and sewer system lines and associated facilities in unincorporated Benton County; and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring March 31st, 2030, with an associated cost of $500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, the City of West Richland has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

BE IT RESOLVED that the franchise with the City of West Richland for a water and sewer system lines and associated facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 13th day of April 2021

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works

C. Woods

Return to:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Grantor: Benton County
Grantee: City of West Richland

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF CITY OF WEST RICHLAND FOR A NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF NECESSARY, REMOVE A WATER AND SEWER SYSTEM LINES AND ASSOCIATED FACILITIES WITHIN THE COUNTY OF BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG, AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.	No._____ ORDER AND AGREEMENT FOR NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____ the petition and application of CITY OF WEST RICHLAND, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove A WATER AND SEWER SYSTEM LINES AND ASSOCIATED FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not

within the corporate limits of any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to CITY OF WEST RICHLAND, hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove A WATER AND SEWER SYSTEM LINES AND ASSOCIATED FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the "map of definite location". Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and

expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the

emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than $1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;

b. Commence an action at law for monetary damage or seek other equitable relief;

c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or

d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section "XIII" above, in the event that the Grantee's distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee's service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire March 31st, 2030.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

- Roscoe C. Slade III
- 3100 Belmont BLVD
- West Richland, WA 99353

- Phone: (509) 967-5434
- E-mail : roscoe@westrichland.org

Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:

Date 3/23/2021

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

Date 3/4/21

FOR BENTON COUNTY, WASHINGTON.

Chairman

Chairman Pro-Tem

Member

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

ATTEST:

Clerk of the Board

Date

EXHIBIT A

All unincorporated areas of Benton County

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 13, 2021
Subject:	Ratify Contract w/ Top Tree Service, LLC for the Emergency Removal of Three Trees at Two Rivers Park
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain

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 March 28th windstorm, three trees became severely compromised at Two Rivers Park and needed to be removed immediately.

Under the authority of section 1.6.1 of the Procurement, Leasing, and Contracting Policy and in accordance with RCW 39.04.280, the Deputy County Administrator declared an emergency.

A Public Works Contract was immediately prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney and signed by Top Tree Service, LLC, and Deputy County Administrator.

Fiscal Impact

Amount: $4,950.00 excluding W.S.S.T.

Fund: Current Expense – Parks Department

Recommendation

The staff's recommendation is to concur with the Deputy County Administrator's emergency declaration and hereby ratifies the Contract with Top Tree Service, LLC. for removal of the compromised trees at Two Rivers Park.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF RATIFYING A CONTRACT WITH TOP TREE SERVICE, LLC FOR EMERGENCY REMOVAL OF THREE TREES AT TWO RIVERS PARK

WHEREAS, during the March 28th windstorm, three trees became severely compromised at Two Rivers Park and needed to be removed immediately; and

WHEREAS, under the authority of section 1.6.1 of the Procurement, Leasing, and Contracting Policy and in accordance with RCW 39.04.280, the Deputy County Administrator declared an emergency; and

WHEREAS, a Public Works Contract was immediately prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney and signed by Top Tree Service, LLC, and Deputy County Administrator; and

WHEREAS, the Deputy County Administrator recommends that the Board of County Commissioners concur with the emergency declaration and hereby ratifies the Contract with Top Tree Service, LLC for the removal of the compromised trees at Two Rivers Park; **NOW THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the emergency declaration and ratifies the Contract with Top Tree Service, LLC in an amount not to exceed $4,950.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the said Contract began immediately upon execution by both parties and shall expire on April 30, 2021.

Dated this 13th day of April 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing Department
c: Auditor

P. Schut

BENTON COUNTY
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Top Tree Service, LLC**, a corporation organized under the laws of the State of Washington with its principal offices at 6105 W Van Giesen St, Richland, WA 99353 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Quote;
b. Exhibit B – Prevailing Wage Information; and

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

a. Under emergency protocol the CONTRACTOR shall remove three trees that were damaged by March 28, 2021 windstorm and grind the stumps to 6 inches in depth. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Quote", which is attached hereto and incorporated herein by reference.

b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the

requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.

d. The COUNTY does not guarantee utilization of the "As needed Service" portion this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

d. 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.

e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

g. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Ryan Hone
Address:	6105 W Van Giesen St Richland, WA 99353
Phone:	509-545-6940
Email:	ryan@toptreellc.com

b. For COUNTY:

Name:	Jeff Jones
Address:	7122 W Okanogan Place; Building A Kennewick, WA 99337
Phone:	509-736-3080
Email:	Thomas.Jones@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat rate fee of four thousand seven hundred and fifty dollars and zero cents ($4,950.00) excluding W.S.S.T.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed four thousand and nine hundred fifty dollars and zero centers ($4,950.00), 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.

c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first,

CONTRACTOR shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.

e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.

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

d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

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

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance

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

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy

condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the County's Contract Representative referenced in Section 4.

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the execution 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 for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

13. 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.

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

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

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

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

19. DISPUTES

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

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTY.However, subcontracting is allowed for Parking Lot Cleaning, Side Walk Cleaning, and Brush Mowing Services Only.

21. ENTIRE AGREEMENT

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

22. NOTICES

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

23. SEVERABILITY

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

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

24. LITIGATION HOLD NOTICE

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

25. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any

and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

26. SURVIVABILITY

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

27. CONFIDENTIALITY

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

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

Date: 4/1/2021

BENTON COUNTY

Deputy County Administrator

Approved as to Form:

Civil Deputy Prosecuting Attorney

Date: 3/30/21

TOP TREE SERVICE, LLC

Signature

President

Title:

Ryan Hone

PRINTED NAME

PROPOSAL

March 30, 2021

www.toptreellc.com
Email: ryan@toptreellc.com

Job Name: Benton County Parks Dept. 20210330

Customer Name: Benton County Parks Dept.

Address: 11443 S Haney Rd

City, State & Zip: Kennewick, WA 99337

Phone: 509-737-3943 **Phone:**

Email: paul.schut@co.benton.wa.us

Billing Address: 7122 W Okanogan Pl bldg A

City, State & Zip: Kennewick, WA 99336

Salesperson: Ryan Hone

Top Quality Service at an Affordable Price!
WA. LLC #TOPTRTS911 DD
6105 W. Van Giesen St.
West Richland, Wa 99353
509-943-7032

Location	Quantity	Item	Description	Amount
Along Drive	2	Trees	**Removal** Tree Removal • Chip and Clean up • Haul wood • Grind stumps	**$3,750.00**
Along Drive	1	Wood	**Wood Removal** Remove Wood	**$0.00**
Along Drive	2	Stumps	**Stump Grinding** Stump Grinding • Grind to 4" depth unless otherwise noted • No Root grinding • No chip clean up	**$0.00**
Along Drive	1	Spruce	**Removal** Tree Removal • Chip and Clean up • Haul wood • Grind the stump	**$1,200.00**

Notes:

Date:

Customer:

Subtotal:	$4,950.00
Tax:	$425.70
Total:	$5,375.70

Terms: A 20% non-refundable deposit is due upon acceptance.
Balance due upon completion of work.
A cancellation fee of 20% will be assessed, unless we receive notice of cancellation at least 3 business days prior to any scheduled work.
Customer is responsible for all permits unless otherwise noted.
Signature or verbal acceptance indicates you have agreed to all conditions of this contract.

Stump Grinding: Contractor is not responsible for any damage to underground utilities or irrigation that is not exposed or otherwise marked.
Stump grinding does not include removal of grindings unless otherwise noted.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 13, 2021
Subject:	Awarding a Public Works Contract to Dynamic Laundry Systems, Inc. to Provide Quarterly Inspections and As-Needed Repair and Maintenance Service for the Laundry Equipment Located in the Benton County Jail
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza; Cdr. Shelton; Jeff Jones; Robert Blain

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

The Purchasing Department solicited a total of 36 vendors who are listed on the MRSC Small Works Roster to provide quarterly inspections and as-needed repair and maintenance services for the laundry equipment located in the Benton County Jail.

Dynamic Laundry Systems, Inc., Kirkland, WA – DYNAMLSO66BO was the only responsive bidder that provided a proposal, as further outlined in the attached Contract and Exhibit A.

- Exhibit A - Prevailing Wage labor rate:

  (8am to 5pm weekdays): $120/hr
  (Saturday, Sunday and 5pm – 8am weekdays): $240.00/hr
  Call Out/Truck/Mileage Fees: $440 per trip
  Parts – Cost plus 40% Markup

Fiscal Impact

Contract amount not to exceed: $34,999.00, including WSST
Fund: Current Expense; Dept 110

Recommendation

Approve the attached Resolution and Public Works Contract between Benton County and Dynamic Laundry Systems, Inc. for a contract amount not to exceed $34,999.00, including WSST. Said Contract shall begin upon signature of both parties and shall terminate on March 31, 2022. Upon mutual agreement of both parties, this Contract may be extended by written amendment for a maximum of one additional 12-month period.

Suggested Motion

Approve as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PUBLIC WORKS CONTRACT TO DYNAMIC LAUNDRY SYSTEMS, INC. TO PROVIDE QUARTERLY INSPECTIONS AND AS-NEEDED REPAIR AND MAINTENANCE SERVICES FOR THE LAUNDRY EQUIPMENT LOCATED IN THE BENTON COUNTY JAIL

WHEREAS, per Resolution 2021-233, the County-wide Procurement, Leasing, and Contracting Policy allows for Public Works Unit Priced Contracts to be competitively bid in which public works are anticipated on a recurring basis to meet the business or operational needs of the County, under which the contractor agrees to a fixed period indefinite quantity of delivery of work, at a defined unit price for each category of work; and

WHEREAS, the Purchasing Department solicited a total of 36 vendors who are listed on the MRSC Small Works Roster under main-category – Facility Construction, Repair, and Maintenance and Sub-Category Laundry Hook-Ups/Drains to provide quarterly inspections and as-needed repair and maintenance services for the laundry equipment located in the Benton County Jail, with the following results:

- Dynamic Laundry Systems, Inc., Kirkland, WA – DYNAMLSO66BO – Pricing is further outlined in the attached Contract and Exhibit A; and

WHEREAS, Dynamic Laundry Systems, Inc., Kirkland, WA was the only responsive bidder that provided a proposal; and

WHEREAS, the Purchasing Department reviewed the proposal and recommends awarding the public works contract to Dynamic Laundry Systems, Inc. Kirkland, WA, as the only responsive bidder, to provide quarterly inspections and as-needed repair and maintenance services for the laundry equipment located in the Benton County Jail, for a contract amount not to exceed $34,999.00, including WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the recommendation and hereby awards the public works contract to Dynamic Laundry Systems, Inc., Kirkland, WA, as the only responsive bidder, to provide quarterly inspections and as-needed repair and maintenance services for the laundry equipment located in the Benton County Jail, for a contract amount not to exceed $34,999.00, including WSST; and

BE IT FURTHER RESOLVED, said contract shall begin upon signature of both parties and shall terminate on March 31, 2022. Upon mutual agreement of both parties, this Contract may be extended by written amendment for a maximum of one additional 12-month period.

Dated this 13th day of April, 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

Attest.....
Clerk of the Board

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

Orig: Facilities
cc: Auditor, PA, Purchasing Dept. Dynamic

Prepared by: L. Small

BENTON COUNTY
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS Contract is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **DYNAMIC LAUNDRY SYSTEMS, INC.,** a corporation organized under the laws of the State of Washington with its principal offices at 12910 NE 125th Way, Bldg. B-3, Kirkland, WA 98034 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Proposal Form dated March 11, 2021
b. Exhibit B – Washington State Prevailing Wage Rates for Public Works Contracts.
c. Exhibit C – Background Check Form
d. Exhibit D – Request for Proposal
e. Exhibit E – Certificate of Insurance

2. DURATION OF CONTRACT

The initial term of this Contract shall begin upon signature of both parties and shall terminate March 31, 2022. 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. Upon mutual agreement of both parties, this Contract may be extended by written amendment for a maximum of one (1) additional 12-month period.

3. SERVICES PROVIDED

a. The CONTRACTOR agrees to provide quarterly inspections and as-needed repair and maintenance services in accordance with the Request for Proposal and CONTRACTOR'S Proposal Form, attached hereto as Exhibits A and Exhibit D, respectively, and incorporated herein by reference, for laundry equipment maintenance and repair for the Benton County Jail located at 7122 W. Okanogan Pl. Bldg. B, Kennewick, WA 99336. Quarterly inspections of the equipment must be performed at regular intervals during the calendar year with appropriate dates and times to be determined by the parties.

b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process but may not charge any additional processing or other fees that it does not actually incur.

c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing

the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.

d. With respect to as-needed repair and maintenance services provided by the CONTRACTOR under this contract, the COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

e. 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.

f. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

g. The CONTRACTOR agrees to submit a COVID-19 Safety Plan in compliance with the Washington State Stay Home, Stay Healthy Proclamation before work can begin.

h. Each of the CONTRACTOR'S employees or subcontractors who will be working onsite at the Jail facility are required to submit a Benton County Background Check Authorization and Release form and be approved to work on the site by COUNTY, as further outlined in Section 29.

I. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

J. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Steve Carrow
Address:	12910 NE 125th Way Bldg. B-3 Kirkland, WA 98034
Phone:	800-595-0253
Email:	steve@dynamicss.com

b. For COUNTY:

Name:	Jeff Jones, Facilities Manager
Address:	7122 W. Okanogan Pl., Bldg. A Kennewick, WA 99336
Phone:	509-736-2704
Email:	Jeff.Jones@co.benton.wa.us

5. COMPENSATION

a. The CONTRACTOR shall be paid for performing quarterly inspections and as-needed repair and maintenance services for laundry equipment in the Benton County Jail in accordance with Section 3.a. of this Contract at the rates set forth in Exhibit A. All necessary parts shall be reimbursed at actual cost plus 40% markup. CONTRACTOR shall submit copies of invoices showing actual cost of the parts with all invoices being billed to the COUNTY for parts.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Thirty-Four Thousand Nine Hundred Ninety-Nine dollars and zero cents ($34,999.00), including 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.

c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the end of the Contract term, CONTRACTOR shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov.

d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per year as required by L & I.

e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. The hourly rate for Labor shall be the full cost for the work to perform routine maintenance and as needed repairs in accordance with Exhibit A. Travel time to and from site to perform maintenance and repair shall also be in accordance with the travel rate outlined in Exhibit A.

c. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract

Representative.

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

e. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of

them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

d. **Other Insurance Provisions**:

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

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the County's Contract Representative referenced in Section 4 at the time of Contract execution in the form of Exhibit E.

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount for the term of the contract and released after receipt of the affidavit of wages paid. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the execution 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 for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

13. 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.

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

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

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided

for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

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

19. DISPUTES

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

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

21. VERIFICATION OF SUBCONTRACTOR RESPONSIBILITY CRITERIA

If written consent is obtained to subcontract pursuant to Section 20., CONTRACTOR shall then verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses a contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

22. 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.

23. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 of this Contract. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original

to follow by regular mail. Notice shall be deemed effective three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

24. SEVERABILITY

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

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

25. LITIGATION HOLD NOTICE

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

26. PUBLIC RECORDS ACT

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

27. SURVIVABILITY

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

28. 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.

29. SECURITY BACKGROUND CHECK

The CONTRACTOR, its employees, subcontractors, and employees who will be working onsite will be required to complete in full the Security Background Check form attached hereto and referenced herein as Exhibit C. Successful completion of the background check, as determined by the COUNTY, is required prior to the first day of work or entry into the jail. The completed form should be emailed to BCCDRecords@co.benton.wa.us or faxed to (509) 222-3784 attention: BCCDRecords. The CONTRACTOR agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if the sole discretion of the COUNTY said employees fail the Security Background Check. CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder any of its' employees, or subcontractors' employees, are charged with or convicted of any crime. If the CONTRACTOR, its employees, subcontractors, or their employees discover that a friend or family member is in the jail's custody they must immediately notify jail staff.

In addition, present themselves, their government issued identification and a check, cash or money order for $34.25 for livescan, or $71.25 if required to ink roll the fingerprint, to the records staff at the Benton County Corrections Department. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Chief of Corrections for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a Contractor's employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the County network and the majority of computers within the Jail facility.

It will be solely determined by the County if the successful Bidder, its employees, subcontractors, and the subcontractor employees will be required to complete the CJIS online training. This is a web-based training accessible from any computer.

- This section was intentionally left blank –

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and it is effective upon signature of both parties.

Date:_____

BENTON COUNTY

Jerome Delvin, Chairman
Benton County Commissioner

Approved as to Form:

Ryan J. Lukson, Civil DPA

Date: 4/2/2021

DYNAMIC LAUNDRY ~~SYSTEMS~~, INC.

Signature

SERVICE MANAGER
Title

ANDREW DANHOF
Print Name

Exhibit A

REQUEST FOR PROPOSAL
As-Needed Maintenance and Repair Services
for Laundry Equipment Services

PROPOSAL FOR

Project Identification: Benton County Jail Laundry Equipment
As-Needed Repair Services

Proposal Submitted To: Lisa Small
Benton County Purchasing Department
7122 W. Okanogan Pl, Bldg. A
Kennewick, WA 99336
Lisa.Small@co.benton.wa.us

Proposal should not include any taxes or L&I Fees.

1. Prevailing Wage labor rate.
   a. (8am to 5pm weekdays): $ 120 PER HOUR
   b. (Saturday, Sunday and 5pm – 8am weekdays): $ 240 PER HOUR
2. Call Out/Truck/Mileage Fees: $ 440 PER TRIP
3. Parts – Cost plus 40 % Markup

Submitted on 11th of MARCH, 2021

The undersigned hereby certifies and represents to signing this proposal on behalf of the Contract and is authorized to do so.

DYNAMIC LAUNDRY SYSTEMS Contractor's License # DYNAMLS066B0
Legal Name of Organization

Signature of Authorized Person

ANDREW DANHOF
Printed Name of Authorized Person

SERVICE MANAGER
Title

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 13, 2021
Subject:	Amending Resolution 2020-151 - Purchase Agreement with San Diego Policy Equipment Company, Inc. for the Purchase of Ammunition Utilizing WA State Contract No. 02616.
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Robert Blain

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Per Resolution 2020-151 dated February 25, 2020, the Board of Benton County Commissioners approved the purchase of ammunition from San Diego Police Equipment Company, Inc. utilizing Washington State Contract No. 02616 for a total amount not to exceed $100,000 including WSST, for all County departments who require the purchase of ammunition, for the period of January 1, 2020 through December 31, 2023.

The County is quickly approaching the overall not to exceed amount of $100,000 including WSST with the purchases of ammunition made to date.

The Purchasing Department realizes there is still plenty of need to purchase ammunition from the departments who require ammunition for calendar years 2021, 2022 & 2023 and recommends increasing the overall not to exceed amount to $350,000.

Fiscal Impact

Amount not to exceed - $350,000

Fund – Expenditures shall be paid out of each individual department who utilizes the contract paying from their approved budget.

Recommendation

Approve the attached Resolution, amending Resolution 2020-151 by increasing the overall dollar amount not to exceed from $100,000 to $350,000 for a period of January 1, 2020 through December 31, 2023.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PURCHASE AGREEMENT BETWEEN BENTON COUNTY AND SAN DIEGO POLICE EQUIPMENT COMPANY, INC. FOR THE PURCHASE OF AMMUNITION UTILIZING WASHINGTON STATE CONTRACT NO. 02616; AMENDING RESOLUTION 2020-151

WHEREAS, per Resolution 2020-151 dated February 25, 2020, the Board of Benton County Commissioners approved the purchase of ammunition from San Diego Police Equipment Company, Inc. utilizing Washington State Contract No. 02616 for a total amount not to exceed $100,000 including WSST, for all departments who require the purchase of ammunition, for the period of January 1, 2020 through December 31, 2023; and

WHEREAS, the County is quickly approaching the overall not to exceed amount of $100,000 including WSST with the purchases of ammunition made to date; and

WHEREAS, the Purchasing Department realizes there is still plenty of need to purchase ammunition from the departments who require ammunition for calendar years 2021, 2022 & 2023 and recommends increasing the overall not to exceed amount to $350,000; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and hereby approves the purchase of ammunition from San Diego Police Equipment Company, Inc. utilizing Washington State Contract No. 02616 for a total amount not to exceed $350,000 including WSST for the period of January 1, 2020 through December 31, 2023; and

BE IT FURTHER RESOLVED, the State Contract price rates are subject to change and purchase price shall be in accordance with Washington State price rate sheet at the time of order and written quote; and

BE IT FURTHER RESOLVED, Resolution 2020-151 is hereby amended.

Dated this _____day of _____, 2021

_____
Chairman of the Board

_____
Chairman Pro-tem

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Orig: Purchasing Dept.
cc: Auditor, BCCD; BCSO; San Diego Police Equip.

Prepared by: L. Small

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 13, 2021
Subject:	Authorization to advertise and bid CB21-08 Furnishing Magnesium Chloride
Presenter:	
Prepared By:	S. Christen
Reviewed By:	D. D'Hondt

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 Benton County Public Works Department uses magnesium chloride in their routine maintenance of County gravel roads. The magnesium chloride that was previously purchased has been dispersed and it is necessary to purchase additional magnesium chloride in preparation for summer maintenance activities. A bid packet (No. CB 21-08) has been prepared by the Purchasing Department staff, and it has been reviewed and approved as to form by the Prosecuting Attorney's office and is now ready to receive bids.

The Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires that the Board of County Commissioners authorize the advertisement of solicitation for bids when a formal bidding process is required.

Fiscal Impact

Amount: The estimate for the magnesium chloride is approximately $260,000

Fund: Road Fund (0101101)

Recommendation

The County Engineer recommends the Board authorize permission to proceed with the advertisement and bid process for Bid No CB21-08 Furnishing Magnesium Chloride for the Benton County Public Works Department.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR CB21-08 FURNISHING MAGNESIUM CHLORIDE FOR THE BENTON COUNTY PUBLIC WORKS DEPARTMENT

WHEREAS, the Benton County Public Works Department uses magnesium chloride in their routine maintenance of County gravel roads; and

WHEREAS, the magnesium chloride that was previously purchased has been dispersed and it is necessary to purchase additional magnesium chloride in preparation for summer maintenance activities; and

WHEREAS, a bid packet (No. CB 21-08) has been prepared by the Benton County Purchasing Department staff, reviewed and approved as to form by the Benton County Prosecuting Attorney's office, and is now ready to receive bids; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires that the Board of County Commissioners authorize the advertisement of solicitation for bids when a formal bidding process is required **NOW, THEREFORE,**

BE IT RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB21-08 Furnishing Magnesium Chloride for the Benton County Public Works Department.

Dated this 13th day of April 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Dept.

S. Christen

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR: FURNISHING MAGNESIUM CHLORIDE

BIDS RECEIVED: APRIL 28, 2021 AT 11:00 A.M., in the Office of the Benton County Public Works Department, Benton County Public Services Building, 102206 E. Wiser Parkway, Kennewick, Washington 99338. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

INSTRUCTIONS:

Please state hereon, in the column provided in the Proposal, the lowest price at which you will provide the article specified. Unsigned bids will not be considered.

The proposal shall be placed in a sealed envelope marked "BIDS – MAGNESIUM CHLORIDE" and delivered to Benton County Public Works Department at the location, date and time stated above. Bids shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed bid proposal is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids or conditions.

AWARD OF CONTRACT:

The right is reserved by the Board of Benton County Commissioners to reject any or all bids, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered.

> "NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created."

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Shannon Christen at the Benton County Engineer's Office by telephone (509)786-5611 or (509)736-3084. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

EXECUTION OF CONTRACT:

Successful bidder will be required to enter into a formal contract substantially similar to Exhibit A attached.

PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2021 edition, the purchase contemplated is set forth as follows:

Furnishing MAGNESIUM CHLORIDE as required by the Benton County Public Works Department beginning approximately May 17, 2021, with further deliveries as needed.

Delivery Trucks must have the ability to provide a sample of each load delivered if requested by the County.

The delivery vehicle shall be equipped with a metering device that is certified by the Washington State Department of Agriculture's Weights and Measures Program that accurately measures the liquid off-loaded in US Gallons to 1/10 of a gallon. The County reserves the right to request that the Vendor supply a certification document. The total number of gallons delivered shall be **"meter-stamped"** onto the bill of lading or delivery slip. The County reserves the right to reject the delivery and terminate the contract if the Vendor fails to use the required metering device to off-load product.

PHYSICAL PROPERTIES

Specific Gravity 1.31+/- 0.02
pH (5% Solution) 7 - 9
Weight 10.7 - 11.1 lbs./gallon

Typical Analysis			Typical	Range
Magnesium Chloride	(MgCl 2)	(%)	30.9	27-35
Sulfate	(SO 4)	(%)	2.2	0.6 – 3.7
Water	(H_2O)	(%)	66.9	64 - 72

DELIVERY TIMES, LOCATIONS AND AMOUNTS:

All deliveries shall be made between, 6:30 a.m. and 4:00 p.m., Monday through Thursday, except Holidays, unless otherwise permitted by the County Road Department.

The County has seven (7) tanks at four (4) different locations:

KENNEWICK ROAD MAINTENANCE FACILITY
10,500 gal. and 8,500 gal. tanks
102808 Wiser Parkway
Kennewick, WA 99338

FINLEY QUARRY SITE
10,500 gal. and 6,000 gal. tanks
60313 S. Finley Road
Kennewick, WA 99337

PROSSER ROAD MAINTENANCE FACILITY
10,500 gal. and 6,000 gal. tanks
14303 N. Hinzerling Road
Prosser, WA 99350

HORRIGAN QUARRY SITE
10,500 gal. tank
Sellards Road – 1 mile west of Lincoln Road
Prosser, WA 99350

Delivery will be made to all locations. The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders 3 business days prior to required delivery. Vendor must be able to deliver product within 3 business days after order is placed.

It is estimated this contract will be for approximately 325,000 gallons, dependent on price. This is offered for internal planning only and should not be considered a guaranteed usage.

The price listed shall be the bidder's current bid price PER GALLON. If price increases or decreases during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County may not be able to take continuous delivery. Every effort will be made to cooperate with vendor's scheduling requirements.

TAX PROVISIONS:

Washington State Sales Tax (WSST) will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase. The Prosser Road Maintenance Facility location is at 8.6% WSST and the Kennewick Road Maintenance Facility, Finley Quarry and Horrigan Quarry locations are at 8.0% WSST.

Approved as to form:

Reid Hay, Deputy Prosecuting Attorney

Date 4/1/21

PROPOSAL
FOR FURNISHING
MAGNESIUM CHLORIDE

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

ITEM NO.	PRODUCT	PRICE PER GAL. DELIVERED
1	Magnesium Chloride – as described in Request for Bids	$_____Gal.
	Please note: price is to be given per GALLON.	

DATED this _____ day of _____, 2021.

FIRM NAME: _____

ADDRESS: _____

_____

EMAIL ADDRESS: _____

TELEPHONE: (_____)_____

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: _____

BY: _____ _____
Authorized Signature Print Name and Title

BY: _____ _____
Authorized Signature Print Name and Title

PROPOSAL MUST BE SIGNED

EXHIBIT A

SUPPLY CONTRACT
MAGNESIUM CHLORIDE

THIS AGREEMENT, made and entered into this_____day of_____, 2021, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and _____ _____ _____, hereinafter called "the Contractor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Contractor shall provide to the County, and the County shall obtain from the Contractor the magnesium chloride described and set forth in the "Proposal for Furnishing Magnesium Chloride" to the County of Benton (including Contractor's proposal), a copy of which is attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Contractor for those products obtained pursuant hereto those prices set forth in Contractor's proposal (Appendix A), PROVIDED, however, that any increase or decrease in the price to the Contractor of any such product shall, as soon as such increase or decrease occurs, result in an equivalent increase or decrease in the Contractor's price to the County as set forth in the Contractor's proposal. The County shall have the right to verify the prices charged to the Contractor for such products at the time of their delivery to the County by contacting the Contractor's major supplier.

III. The Contractor agrees to deliver to the County the magnesium chloride product at such locations within the County, at such times and in such quantities as the County may specify.

IV. 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.

V. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, 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, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto

that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section V. shall survive termination and expiration of this Contract.**

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, the Contractor's employees, agents or subcontractors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Contractor, the County may terminate this contract for any reason. Upon receipt of the notice of termination, Contractor shall immediately cease magnesium chloride deliveries. Upon termination, the County will make payment in full in accordance with the terms of this contract for any magnesium chloride deliveries made as of either the receipt date of the notice of termination or the third day following the date of notice of termination, whichever is sooner.

VIII. This agreement expires September 30, 2021.

IN WITNESS WHEREOF, the said Contractor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

CONTRACTOR:

by:_____

Title:_____

COUNTY OF BENTON:

by:_____
Jerome Delvin, Chairman,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

_____
Reid Hay, Deputy Prosecuting Attorney

Date_____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 13, 2021
Subject:	Authorization to advertise and bid the Furnishings Package for the Benton County Administration Building
Presenter:	
Prepared By:	S. Christen
Reviewed By:	R. Blain

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 New Administration Building is nearing completion and there will be a need to furnish the building with office furniture. A bid packet (No. CB 20-38) has been prepared by MMEC Architects and Purchasing Department staff, and it has been reviewed and approved as to form by the Prosecuting Attorney's office and is now ready to receive bids.

The Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires that the Board of County Commissioners authorize the advertisement of solicitation for bids when a formal bidding process is required.

Fiscal Impact

Amount: The estimate for the furnishings is approximately $750,000

Fund: Capital Projects Fund

Recommendation

The Director of Operations and Capital Programs recommends the Board authorize permission to proceed with the advertisement and bid process for Bid No CB20-38 Furnishings Package for the Benton County Administration Building.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR CB20-38 FURNISHINGS PACKAGE FOR THE BENTON COUNTY ADMINISTRATION BUILDING

WHEREAS, the New Administration Building is nearing completion and there will be a need to furnish the building with office furniture; and

WHEREAS, a bid packet (No. CB 20-38) was prepared by MMEC Architects and Benton County Purchasing Department staff, reviewed and approved as to form by the Benton County Prosecuting Attorney's office, and is now ready to receive bids; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires that the Board of County Commissioners authorize the advertisement of solicitation for bids when a formal bidding process is required **NOW, THEREFORE,**

BE IT RESOLVED that the Director of Operations and Capital Programs is authorized to proceed with the advertisement and bid process for Bid No. CB20-38 Furnishings Package for the Benton County Administration Building.

Dated this 13th day of April 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Dept.

S. Christen

Shannon Christen

From: Eric Andrews
Sent: Friday, April 2, 2021 10:44 AM
To: Shannon Christen
Cc: Robert Blain
Subject: RE: Please review - Furniture Bid Package for Administration Building

I have reviewed all of the changes and approve this package as to form.

Eric T. Andrews
Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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From: Shannon Christen <Shannon.Christen@co.benton.wa.us>
Sent: Tuesday, March 23, 2021 11:39 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Robert Blain <Robert.Blain@co.benton.wa.us>
Subject: Please review - Furniture Bid Package for Administration Building

Eric-

The link below is to a Share Point file that contains 4 documents that will make up the bid package for furnishings for the new Administration Building. We need your review on the first 2 documents. The last 2 are specs on the furniture and the floor plans. You are more than welcome to look at them but they need no formal review. We are still working with Adam Morasch on the insurance section in document 1.

Please let Robert or myself know if you have any questions.

https://benton365.sharepoint.com/:f:/s/BC_OCP/Procurement/EpLQ-hY5rrJDo4jU4nftd_ABJZiq055xcO-QRD6r2H3PXQ?e=1di0S4

Thank you.

Shannon Christen
Procurement and Contract Coordinator
Benton County Purchasing Department
509/786-5611 Ext. 5665

INVITATION TO BID

April 13, 2021

Furnishings Package
for Benton County Administration Building
7122 West Okanogan Place #D
Kennewick, WA 99336

Project No. CB20-38

Submittals from minority, women and disadvantaged business enterprises are encouraged.

BID OPENING DATE & TIME
May 19, 2021 at 2:00 p.m.

Prepared For:

Benton County
7122 W. Okanogan Pl., Bldg. A
Kennewick, Washington 99336

Prepared By:

Marian Evenson, ASID, IIDA
MMEC Architecture & Interiors
1 N. Monroe St., Suite 200
Spokane, Washington 99201

Furnishings Package
Benton County Administration Building
Kennewick, Washington

April 13, 2021

NOTIFICATION OF INVITATION TO BID

CB20-38 Furnishings Package for Benton County Administration Building.

BID OPENING DATE: Sealed Bids will be received by Benton County until 2:00 P.M. Wednesday, May 19, 2021 at the Benton County Justice Center, HR Office, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336 and will immediately be opened in the Commissioner's conference room at the Benton County Justice Center, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336. Bidders are encouraged to attend the bid opening but must comply with the County's COVID-19 safety procedures in place at time of bid opening.

A PRE-BID Zoom Meeting will be held Thursday, April 22, 2021 at 11:00 am. This conference is not mandatory, but bidders are strongly urged to be represented. Please contact Marian Evenson marian@mmecarchitecture.com for meeting invitation.

SCOPE OF WORK: This project consists of the procurement, manufacturing, storage, delivery, and placement of furnishings for the Benton County Administration Building.

TIME TO COMPLETE: The beginning installation date, as scheduled, is September 6, 2021. The Owner reserves the right to revise the installation date by providing written notification to the Supplier. Installation shall be completed no later than September 17, 2021 pending any changes in the established project schedule.

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 #7377648 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.

SUBMITTALS must be made on the bid response sheets contained in the project documents.

QUESTIONS: Contact Marian Evenson, MMEC Architecture & Interiors, at
marian@mmecarchitecture.com

SPECIAL NOTES FOR ATTENTION

BID DEPOSIT SURETY BOND FORM: In spite of cautionary notes in several places in the bid document bid deposit surety bonds continue to be received whose forms contain language that may not meet the requirements of the specifications. We urge bidders to use the bid deposit surety bond form contained in the bid documents.

The above is just one of several important items contained in the bid documents. Bid responses are extremely important and a great deal of work for the bidders to prepare. In order to minimize the possibility of submitting a non-responsive bid please take the time to read and understand the ***entire*** bid document.

MATERIALS INCLUDED IN THIS PACKAGE:

- Notification of Invitation to Bid
- Instruction to Bidders
- Special Conditions
- Bid Response Documents
- Draft Standard Form of Agreement AIA A151-2019
- Appendix A – Insurance Requirements
- Appendix B – Bond Forms
- Appendix C – Contract Specification Sheets and Plans

Electronic copies of bid forms can be obtained from Marian Evenson at MMEC, if needed.

INSTRUCTION TO BIDDERS

1.01 PRODUCTS SPECIFIED: The following pages outline specific products, which have been approved by Benton County and MMEC as the basis for quality and design intent. Many of the items specified are available on Washington State Procurement Contracts.

Furnishings have been divided into 13 pricing groups. Vendors are not required to submit bids on all pricing groups. Bids submitted for each pricing group must include a price for all items within that group. Benton County reserves the right to select multiple vendors to supply these items according to pricing group. Award will be by the pricing group to the lowest bidder in each pricing group.

- Seating Group 1 – Task Seating
- Seating Group 2 – Guest Seating
- Seating Group 3 – Lounge Seating
- Seating Group 4 – Waiting/Dining Seating
- Table Group 1 – Conference Tables
- Table Group 2 – Meeting Tables
- Table Group 3 – Occasional Tables
- Table Group 4 – Nesting Training Tables
- Desk Group 1 – Laminate Desk Units
- Systems Group 1 – Systems Workstations
- File Group 1 – Lateral & Vertical Files
- Misc. Items Group 1 – Podiums
- Misc. Items Group 2 – Bookcases & Cabinets

1.02 EXAMINATION OF DOCUMENTS: Each Bidder shall thoroughly examine and be familiar with the Contract Documents. Submission of a Bid shall constitute an acknowledgment upon which the Owner may rely that the Bidder has thoroughly examined and is familiar with each of the Contract Documents. The failure or neglect of a Bidder to receive or examine any Contract Document or any part thereof shall in no way relieve it from the obligations with respect to its Bid or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge of any Contract Document.

1.03 EXAMINATION OF THE SITE(S): Not Used

1.04 QUALIFICATION OF BIDDERS: All bidders must complete the Supplemental Criteria for Determining Bidder Responsibility form included in the Bid Response Documents. The Owner reserves the right to take whatever action it deems necessary and reasonable, to ascertain the ability of the bidder to perform the work satisfactorily.

1.05 PERFORMANCE BOND AND PAYMENT BOND: The successful bidder will be required to pay for and file a Performance Bond and Payment Bond to **BENTON COUNTY** which will always be, at a minimum, equal to one hundred percent (100%) of the contract price including sales tax and all additions, deletions or extensions in time. Any additions, deletions or extensions in time shall not relieve a surety of its liability in any manner whatsoever. The bonds are to insure faithful and complete performance of the contract and payment of all taxes and obligations to laborers and materialmen arising from the project. The bonds shall be executed by a Surety Company on the forms provided by the County licensed to transact business in Benton County and the State of Washington. The attorney-in-fact (Resident Agent) who executes the bonds on behalf of the surety must attach a notarized copy of his/her power of attorney as evidence of his/her authority to bind the surety on the date of execution of the bonds. The Performance Bond and Payment Bond shall remain in effect for thirty (30) days following the formal acceptance of the work by the affirmative action of the Board of County Commissioners.

1.06 PREPARATION OF PROPOSAL: The Bidder shall submit their bid properly executed on the forms furnished. Only amounts and information asked for on the bid forms will be considered as the bid. Each bidder shall bid upon the work exactly as specified and as provided in the bid form. The bid prices shall include all items of labor, material, equipment, tools, overhead and compensation, supplies, taxes (except Washington State Sales Tax), utilities and other incidentals necessary to complete all the work.

The bid shall be typed or filled out in ink. Numerical bid prices can be typed or printed in clean legible figures. Unit Price shall govern in the event of discrepancies between Unit Price and Extended Price.

The bid shall be signed by the bidder or a representative of the bidder that has the legal authority to commit the bidder to a contractual agreement. Bids submitted by corporations shall be signed by the officer or officers having authority to sign them. If a bidder is a co-partnership, the proposal shall be signed by an authorized member of the co-partnership. When the bidder is a joint venture, the proposal shall be signed by one or more individuals as authorized by the Joint Venture.

Sign each page where indicated. The signature certifies that the information on that page is true and correct. Failure to do so can be cause for disqualification of the bid.

Each proposal shall include specific acknowledgment of receipt of all Addenda issued, if any, during the bidding period. Failure to acknowledge receipt may result in the proposal being rejected as not responsive. Space is provided in the proposal to make such acknowledgments.

1.07 SUBMISSION: Submit only the Bid Response Documents. Do not include any other parts or copies of the bid manual. Should you find any discrepancies or omissions in the drawings and/or specifications, or question their meaning, immediately contact the designer, who will issue written instructions or Addenda to all bidders.

It is the Bidder's responsibility to make any inquiries as to Addenda issued. No Addendum shall be issued later than **May 12, 2021.**

The designer shall answer no questions about the content of the specifications after **May 5, 2021.**

Direct all questions and inquiries to: Marian B. Evenson, ASID
MMEC Architecture & Interiors
1 N. Monroe St., Suite 200
Spokane, Washington 99201
marian@mmecarchitecture.com

Neither the Designer nor the Owner shall be responsible for oral interpretations.

Any units not conforming to bidder's exact specifications may be rejected and it will be the responsibility of the manufacturer and/or bidder to conform with the requirements unless deviations have been specifically cited by the bidder and acceptance made on the basis of the exception.

1.08 TAXES: Benton County is required to pay Washington State Sales Tax on all purchases and contracts. Sales tax should be added as a separate item only, not to be included in the price. All bidders whether inside or outside the state of Washington shall show the tax rate applicable to this bid. All taxes payable by the owner as a result of this contract are considered part of the bid evaluation. Washington State tax is payable by the owner direct to the state of Washington on awards made to out-of-state Vendors who do not have a Washington State Sales Tax number. If you have any questions concerning the appropriate rate call the Washington State Department of Revenue.

It shall be the successful bidder's responsibility to furnish Federal Excise Tax Exemption Certificate, when applicable.

1.09 EQUAL PRODUCT/SUBSTITUTIONS: Within this document, any reference to specific equipment, materials, article, product, or patented process by trade name, make or catalog number, shall be regarded as establishing a standard

of quality and shall not be construed as limiting competition. Bidders may choose to substitute a product of "equal or greater" quality, which meets the specified product requirements. MMEC must approve these substitutions prior to the final addenda date as specified above. Brochures and specification material for any approved substituted products must be included in the final submittal.

Fabric selections are final, unless found to be unavailable. Use all fabrics as specified, as C.O.M. if necessary, on pieces that are substituted. MMEC must approve other finishes, laminates, steel, plastics, wood, etc. prior to bidding.

The products described within this document establish a standard of required function, dimension, appearance, finishes and quality to be met by any proposed substitutions. The burden of proof as to the merit of the proposed substitution is upon the bidder.

The Designers decision as to the quality of the materials and/or products being substituted shall be final.

1.10 ORAL PRESENTATIONS: Prospective bidders requesting substitutions may be required to make an oral presentation of their request to MMEC and Benton County to provide an opportunity for thorough mutual understanding. MMEC will schedule the time and location of these presentations if required.

1.11 CONTENTS OF PROPOSAL FORMS: The bid proposal form invites bids on definite plans and specifications. The plans, specifications and addenda relating to the project referred to in the proposal shall be considered to be part of the proposal.

1.12 POSTPONEMENT OF OPENING: The owner reserves the right to postpone the date and time last announced for receiving proposals and such postponement may be made at any time prior to the last call for bids. The Owner will give written or telephonic notice of any such postponement to each party to whom Contract Documents have been issued, followed by issuance of an addendum confirming the changing of the announced date and time for receiving proposals.

1.13 DELIVERY OF PROPOSAL: Oral, telegraphic or telephonic bids or oral modifications will not be considered (this includes telecommunications such as facsimile machine).

It is the sole responsibility of the bidder to ensure that its proposal is received on time and at the proper location. The Bidder is solely responsible for ensuring that its bid is forwarded or delivered where specified, how specified, and when specified. Benton County will not assume responsibility for any delay in U.S., City, or any other delivery service resulting in a bid being received late.

1.14 OPENING OF BIDS: Bids will be opened publicly and read aloud. Bid results will be published after award of the contract(s) by the Board of County Commissioners. The County must provide, if requested by a bidder, within two days of the bid opening copies of the bids received. The apparent low bidder may be announced but bid results are not official and will not be published until the award has been made by the Board.

1.15 EVALUATION OF PROPOSALS: After opening and reading proposals, the Owner will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the Owner for award purposes and to fix the amount of the contract bonds.

The Owner reserves the right to waive minor irregularities or informalities in any or all proposals. The Owner reserves the right to reject any or all bids, portion or parts thereof and to waive all minor irregularities in bidding.

1.16 REJECTION OF PROPOSALS: The Owner reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, the owner may reject any Bid which is incomplete, not responsive, obscure or irregular, any Bid which omits a bid on any items for which bids are required, any Bid which omits unit prices if unit prices are

required, any Bid in which unit prices are unbalanced in the opinion of the owner and any Bid from a Bidder which has previously failed to perform satisfactorily or to complete on time construction or delivery of any nature.

Bidders are herewith notified that all bids or proposals are likely to be rejected if the lowest responsive bid received exceeds the projects estimate by an unreasonable amount or the budget by any amount. If all bids are rejected for either of these reasons, the project may be deferred and bid again when more competitive conditions exist.

Any item(s) not conforming to Bidder's exact specifications may be rejected and it will be the responsibility of the Manufacturer and/or Bidder to conform to the requirements unless deviations have been specifically cited by the Bidder and acceptance made on the basis of the exception.

If the bidder whose Bid is accepted fails, neglects or refuses to furnish an executed copy of the contract, Performance Bond and Payment Bond and Insurance Certificate or Insurance Policies within 10 calendar days as herein provided, such Bidder shall not be the lowest responsive Bidder and its Bid may be rejected and declare the Bidder's Bid Bond forfeited. The Owner may then select the lowest responsive Bidder and deliver a Notice of Award to such lowest responsive Bidder.

Within forty-five (45) days after the last call for bids, the owner may act either to accept a Bid or to reject all proposals. Failure of the owner to accept a Bid within the said time, or such additional time, as the apparent lowest responsive bidder shall agree to extend its Bid, shall constitute rejection of all proposals.

1.17 ACCEPTANCE OF PROPOSAL: Acceptance and award of contract, when made by Benton County, will be to the lowest responsible and responsive bidder. Unsuccessful bidders will not automatically be notified of results. The acceptance of a proposal will be evidenced by a Notice of Award in writing signed by a duly authorized official of the owner and delivered to the bidder whose proposal is accepted, in the manner provided for written notices. No other action or notice shall constitute acceptance of a proposal. The Notice of Award shall not entitle the Bidder to any contractual or other remedies against the owner. No proposal shall be binding upon the owner until a contract has been properly executed by the Bidder and Owner.

1.18 AWARD OF BID: Bid award does not itself constitute a contract. The Bidder will have ten (10) days from the date of the notice of award, exclusive of the day of notice, to provide: 1) a signed copy of the contract; and 2) a Performance Bond and Payment Bond, with the duly authorized signatures affixed thereto; and 3) certificate of insurance in the specified amounts.

1.19 ADDITIVE/DEDUCTIVE ALTERNATES: The Owner shall have the right to accept Alternates, if any, in any order or combination, unless otherwise specifically provided and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

1.20 SELECTION OF MULTIPLE VENDORS: The Owner reserves the right to select multiple vendors to supply the items according to pricing group.

1.21 TIME FOR COMPLETION: Time for completion is stipulated in the bid response documents.

1.22 WAGE RATES AND EMPLOYMENT: Bidders shall acquaint themselves with conditions affecting Federal/State labor rates.

SPECIAL CONDITIONS

2.01 EQUIPMENT/MATERIAL: The Owner reserves the right to waive or take exception to the specifications if it be to the greatest advantage or best interest of Benton County.

2.02 DEFINITIONS: Whenever the term "owner" or "purchaser" appears in this document it shall be understood to mean Benton County. The term "contractor", "seller" or "vendor" refers to the second party of the contract and the term "Architect" or "Designer" means the Architectural Consultant hired by the Owner for the project.

2.03 NON-DISCRIMINATION: During the performance of this contract, the successful bidder and its subcontractors shall not discriminate on the basis of race, religion, color, age, sex or national origin or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

2.04 SAFETY: The successful bidder shall comply with all applicable laws, ordinances, rules and regulations of any public authority for the safety or persons and property, including requirements of the Washington Industrial Safety and Health Administration per the Washington Administrative Code (WAC) 296-24. The successful bidder is required to have a COVID-19 Safety Plan in compliance with the Washington State Stay Home, Stay Healthy Proclamation (or revisions to) at the time of installation of furnishings. The Safety Plan must be received no later than the Post-Bid meeting.

2.05 RELATIONSHIP OF THE PARTIES: It is intended that an independent relationship will be created by this agreement. The owner is interested only in the results to be achieved, and the conduct and control of all services of work will lie solely with the successful bidder. No agent, employee, servant or otherwise of the successful bidder shall be or shall be deemed to be an employee, agent, servant or otherwise of Benton County for any purpose, and the employees of the successful bidder are not entitled to any of the benefits that Benton County provides for Benton County employees. The successful bidder will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractor, or otherwise during the performance of his contract. In the performance of the services herein contemplated, the successful bidder is an independent contractor with the authority to control and direct the performance and details of the work, the owner being interested only in the results obtained; however, the work contemplated herein must meet the approval of Benton County pursuant to the provisions of the agreement under which the services and work were let to the successful bidder.

2.06 PROJECT NUMBER: The project number will become the contract number when an agreement is entered into subsequent to award. This number will be referenced in all written material associated with the project/contract.

2.07 ASSIGNMENT: The successful bidder may not, without the prior written approval of Benton County, assign, sublet or transfer in whole or in part its interest in this project.

2.08 TERMINATION: Contract(s) resulting from this bid may be terminated in whole or in part whenever the Owner determines in its sole discretion that such termination is in the best interests of the Owner. The Owner my terminate this Agreement upon giving ten (10) days written notice by certified mail to the Vendor. In that event, the Owner shall pay the Vendor for actual costs incurred by the Vendor in performing the Work up to the date of such notice. Payment shall be made in accordance with AIA Document A151-2019 Article 2.2 Payments. Nothing in this Article shall limit the rights of the Owner pursuant to this Agreement or by law.

2.09 INSURANCE: The successful bidder shall pay for and provide insurance with coverage that meets all terms and conditions of the contract bid and/or award. The insurance requirements are found in the Appendix A. The supplier's insurance for furnishings shall remain in effect until final payment and at all times thereafter when the supplier may be correcting, removing, or replacing defective work.

2.10 GENERAL SITE AREA: The Benton County Administration Building is currently being constructed by Banlin Construction, Kennewick, WA. The successful bidder shall be responsible for cleanup of job site and removal of all

rubbish as it relates to their work.

2.11 QUANTITIES: Bidders are required to submit pricing on the total quantities specified. Check all of your calculations for omissions and errors. The owner reserves the right to purchase additional pieces or deduct pieces at bid price.

2.12 USE OF RECYCLED CONSTRUCTION MATERIAL: Materials used in this project should be recycled or reused materials whenever practicable, however such use must be approved by Benton County. Any recycled or reused material must meet or exceed the specifications set forth in the construction documents.

2.13 SPECIAL WARRANTIES: The supplier shall warrant all materials and workmanship delivered and installed under this contract to be free from defects, damage or failure for any reasons whatsoever, which the Owner may reasonably determine is the responsibility of the supplier, for a minimum of two (2) years after the date of final acceptance.

The supplier shall correct any such defects, damages or failure discovered, without cost to the Owner for labor, materials, parts or any other costs.

2.14 POST-BID MEETING: The Owner and MMEC will conduct a "POST-BID" meeting with the successful Bidder to make sure all Furniture, Fixture & Equipment (F.F.& E.) is ordered properly and without delay.

2.15 RISK OF LOSS: The supplier assumes the risk of loss of furnishings until Title of Furnishings is passed to the owner. Title passes to the owner after written acceptance of the products, punch list, and completion of any outstanding punch list items.

2.16 SUPPLEMENTARY CONDITIONS:

Materials and Workmanship: All materials, unless otherwise noted, must be new and the best quality of their respective kinds. All materials furnished and all work completed shall be subject to inspection for adherence to project specifications. Installation is to be complete and in place by qualified, experienced workers.

Occupancy: The owner reserves the right to use or occupy all furnishings delivered or installed under the contract, prior to final acceptance. Such use shall not constitute acceptance of the work/furnishings by the owner.

Claims for Extra Cost: If claims are made by the supplier that any instructions by drawings, specifications, or otherwise, involving extra cost under this contract, they shall give the Designer and Owner written notification within 48 hours after the receipt of such instructions, before proceeding with work (except in emergency situations where danger to life or property exists).

Protection: Use all means to protect all materials before, during, and after installation, and to protect the installed work and materials of other trades, including building components and finishes. In the event of damage to the furnishings, the building, or any building components and finishes, immediately make all repairs and replacements necessary to the approval of the Designer and at no additional cost to the Owner.

Deliveries: Receipt by the Owner of materials delivered and installed at the site, shall not be construed as acceptance of responsibility for these items. Supplier of products and materials shall be on site and present at uncrating and installation.

Products shall not be delivered or stored at the site until the building is ready for installation. Supplier shall verify installation date with the Designer.

Cleaning: Supplier shall at all times keep the site free from tracked in dirt and the accumulation of waste material caused by the supplier's employee's work. Upon completion of the work, the supplier shall remove all his tools, surplus materials, and rubbish from the building and the site. The supplier shall leave the site, broom and vacuum clean or its equivalent. If waste material is remaining on site after the completion of the supplier's scope of work, the Owner reserves

the right to remove the waste and charge the cost to the supplier.

Damages: In event of damage to the furniture, the building, or any building components and finishes, immediately notify the Designer as to the nature of the damage. All damages should be documented in written and/or graphic format and copies shall be supplied to the owner. The cost of repair will be at no additional cost to the owner.

2.17 SCHEDULE: If awarded the contract, the successful bidder agrees to commence procurement and/or manufacturing of furnishings as specified, upon written Notice to Proceed from Benton County.

It is the supplier's responsibility to manufacture, store, deliver and install furnishings in accordance with the Owner's schedule.

BID RESPONSE DOCUMENTS

BID PROPOSAL

PROJECT TITLE: Furnishings Bid Package for Benton County Administration Building

NAME OF FIRM SUBMITTING BID: _____

Each bid shall constitute an offer to Benton County as outlined herein and no bidder may withdraw his bid after the hour set for the bid closing except under the conditions explained in the Information to Bidders Section.

RECEIPT OF ADDENDA: Bidder acknowledges receipt of the following addenda:

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date

REJECTION: The Owner reserves the right to reject any or all proposals, portions or parts thereof and to waive all minor irregularities in bidding. Special attention will be directed to the qualifications of the bidders when considering awarding a contract.

TIME TO COMPLETE: The Notice to Proceed is generally issued between 7 and 10 days after the contract has been signed by the Board of County Commissioners. The project shall be completed no later than September 26, 2021 subject to adjustments of this Contract Time as provided in the Contract Documents.

BID IS NOT ELIGIBLE FOR CONTRACTOR'S BOND ELECTION to withhold 50% retainage in lieu of furnishing a Performance Bond and Payment Bond.

SUBMITTAL: The "Bid Response Documents" Section constitutes the Bid Proposal when completed and submitted. Please do not submit the entire Invitation to Bid manual.

FREIGHT: Bid price(s) to include all freight costs to the job site.

WASHINGTON STATE SALES TAX: The Washington State Sales Tax rate at this location is 8.6%.

Person/Entity Name:_____**Signature Of Bidder**_____

Item Code	Product Description	Qty.	Unit Price*	Extended Price
Seating Group 1	**Task Seating**			
C1	Executive Desk Chair (w/ C.O.M.)	60		
C2	Task Chair (w/ graded fabric)	75		
C2A	Task Chair (w/ graded fabric)	53		
C3	Tall Task Chair (w/ graded fabric)	11		
***Note: Shipping and Installation shall be incidental and included in the Unit Price of each item**			**Subtotal**	
			Current Sales Tax	
			TOTAL PRICE – Seating Group 1	

Person/Entity Name:_____**Signature Of Bidder**_____

Item Code	Product Description	Qty	Unit Price*	Extended Price
Seating Group 2	**Guest Seating**			
C4	Guest Chair (w/ C.O.M.) - Office	90		
C4A	Guest Chair (w/ C.O.M.)- Waiting Area	10		
C7	Specialty Guest Chair (wood w/ C.O.M.)	2		
***Note: Shipping and Installation shall be incidental and included in the Unit Price of each item**			**Subtotal**	
			Current Sales Tax	
			TOTAL PRICE – Seating Group 2	

Person/Entity Name:_____**Signature Of Bidder**_____

Item Code	Product Description	Qty.	Unit Price*	Extended Price
Seating Group 3	**Lounge Seating**			
L1	Lounge System (w/ C.O.M.)	1		
L2	Lounge System (w/C.O.M.)	1		
L3	Lounge System (w/C.O.M.)	1		

***Note: Shipping and Installation shall be incidental and included in the Unit Price of each item**

Subtotal	
Current Sales Tax	
TOTAL PRICE – Seating Group 3	

Person/Entity Name:_____**Signature Of Bidder**_____

Item Code	Product Description	Qty.	Unit Price*	Extended Price
Seating Group 4	**Waiting/Dining Seating**			
C5	Armless Chair – Hearing Room (w/ C.O.M.)	84		
C6	Stool (w/ C.O.M.)	2		
C8	Armless Chair - Break Room	28		
C9	Waiting Room Chair (w/ C.O.M.)	18		

***Note: Shipping and Installation shall be incidental and included in the Unit Price of each item**

Subtotal	
Current Sales Tax	
TOTAL PRICE – Seating Group 4	

Person/Entity Name:_____**Signature Of Bidder**_____

Item Code	Product Description	Qty.	Unit Price*	Extended Price
Table Group 1	**Conference Tables**			
T1	Large Conference Table (Laminate)	4		
T2	Commissioner Conference Table (Laminate)	1		
***Note: Shipping and Installation shall be incidental and included in the Unit Price of each item**			**Subtotal**	
			Current Sales Tax	
			TOTAL PRICE – Table Group 1	

Person/Entity Name:_____**Signature Of Bidder**_____

Item Code	Product Description	Qty.	Unit Price*	Extended Price
Table Group 2	**Meeting Tables**			
T3	Small Meeting Table (Laminate)	2		
T4	Small Conference Room Table – Round (Laminate)	3		
T5	Break Room Table (Laminate)	7		
T6	Small Meeting Table - Offices (Laminate)	7		
T11	Large Meeting Table (Laminate)	2		
***Note: Shipping and Installation shall be incidental and included in the Unit Price of each item**			**Subtotal**	
			Current Sales Tax	
			TOTAL PRICE – Table Group 2	

Person/Entity Name:_____**Signature Of Bidder**_____

Item Code	Product Description	Qty.	Unit Price*	Extended Price
Table Group 3	**Occasional Tables**			
T7	Specialty Side Table	1		
T8	Side Table – Waiting Rooms	2		
T9	Coffee Table – Contact Center	3		

***Note: Shipping and Installation shall be incidental and included in the Unit Price of each item**

Subtotal	
Current Sales Tax	
TOTAL PRICE – Table Group 3	

Person/Entity Name:_____**Signature Of Bidder**_____

Item Code	Product Description	Qty.	Unit Price*	Extended Price
Table Group 4	**Nesting Training Tables**			
T10	2' x 5' Flip-top, Nesting Training Table (Laminate)	4		

***Note: Shipping and Installation shall be incidental and included in the Unit Price of each item**

Subtotal	
Current Sales Tax	
TOTAL PRICE – Table Group 4	

Person/Entity Name:_____**Signature Of Bidder**_____

Item Code	Product Description	Qty.	Unit Price*	Extended Price
Desk Group 1	**Laminate Desk Units**			
D1A	"U" Shape Desk Overhead Storage (Laminate)	6		
D1A*	"U" Shape Desk Overhead Storage with Height Adjustable/Stand Up Desk (Laminate)	1		
D1B	"U" Shape Desk (Laminate)	20		
D1C	"L" Shape Desk Overhead Storage (Laminate)	1		
D1D	"L" Shape Desk (Laminate)	7		
D2	Laminate Desk	1		

***Note: Shipping and Installation shall be incidental and included in the Unit Price of each item**

Subtotal	
Current Sales Tax	
TOTAL PRICE – Desk Group 1	

Person/Entity Name:_____**Signature Of Bidder**_____

Item Code	Product Description	Qty.	Unit Price*	Extended Price
Systems Group 1	**Systems Workstations**			
W1	5'-0" x 5'-0" Systems Workstations (w/ graded finishes)	20		
W2	7'-6" x 5'-6" Systems Workstations (w/ graded finishes)	18		
W3	7'-6" x 5'-6" Systems Workstations (w/ graded finishes)	6		
W4	6'-0" x 6'-0" Systems Workstations (w/ graded finishes)	8		
W5	7'-6" x 5'-6" Systems Workstations (w/ graded finishes)	1		

***Note: Shipping and Installation shall be incidental and included in the Unit Price of each item**

Subtotal	
Current Sales Tax	
TOTAL PRICE – Systems Group 1	

Person/Entity Name:_____**Signature Of Bidder**_____

Item Code	Product Description	Qty.	Unit Price*	Extended Price
File Group 1	**Lateral & Vertical Files**			
F1	Lateral File – Three Drawer 36" W	37		
F2	Vertical File – Four Drawer 18" W	12		
F3	Lateral File – Five Drawer 36" W	7		
F4	Vertical File – Two Drawer 18" W	1		

***Note: Shipping and Installation shall be incidental and included in the Unit Price of each item**

Subtotal	
Current Sales Tax	
TOTAL PRICE – Files Group 1	

Person/Entity Name:_____**Signature Of Bidder**_____

Item Code	Product Description	Qty.	Unit Price*	Extended Price
Misc. Items Group 1	**Podiums**			
P1	Podium	1		

***Note: Shipping and Installation shall be incidental and included in the Unit Price of each item**

Subtotal	
Current Sales Tax	
TOTAL PRICE – Misc. Items Group 1	

Person/Entity Name:_____**Signature Of Bidder**_____

Item Code	Product Description	Qty.	Unit Price*	Extended Price
Misc. Items Group 2	**Bookcases & Cabinets**			
B1	Bookcase 36" W – 2 Shelves (Laminate)	10		
B2	Bookcase 36" W – 4 Shelves (Laminate)	34		
X1	Locking Cabinet (Laminate)	2		

***Note: Shipping and Installation shall be incidental and included in the Unit Price of each item**

Subtotal	
Current Sales Tax	
TOTAL PRICE – Misc. Items Group 2	

REPRESENTATIONS AND CERTIFICATIONS

ANTI-KICKBACK No officer or employee of Benton County, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal.

ASSURANCE OF NON-DISCRIMINATION: The undersigned hereby agrees that he/she shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles I 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: The undersigned hereby declares they 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.

REPRESENTATION: In submitting this bid we represent that the bid documents have been read and understood and that we have familiarized ourselves with the local conditions under which the work is to be performed, that by signature of this proposal we acknowledge all requirements and that we have signed all certificates contained herein.

REPRESENTATION: In submitting this bid we acknowledge the requirements and conditions applicable to bid deposits in the form of a cashier's check or surety bond bid deposit.

I CERTIFY that no final determination of violation of RCW 50.12.070(1)(b), 50.16.070, or 82.32.070 has been made by the Washington State Departments of Employment Security, Labor and Industries or Revenue respectively dated within two years of the date of the opening of this bid. I understand further that no bid may be submitted, considered or contract awarded for a public work to any person or entity that has a determination of violation of the above referenced statutes within two years from the date that a violation is finally determined and the date of this bid opening.

I CERTIFY that, within the three-year period immediately preceding the bid solicitation date, 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 biding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

I CERTIFY that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this Firm to a contractual agreement. I realize the final funding for any service is based upon budget levels and the approval of Benton County.

Name: _____
Person/entity submitting bid (print)

Signature: _____

Title: _____

Date: _____

BIDDER ADMINISTRATIVE INFORMATION

1) Company name as registered with the State of Washington: _____

2) Contact name and title: _____

3) Physical Address: _____

4) Mailing Address including zip code: _____

5) Telephone number including area code: _____

6) E-mail address for business correspondence: _____

7) Federal Tax Identification Number: _____

8) Washington State UBI Number: _____

9) State Industrial Account Identification Number: _____

10) Employment Security Department Number: _____

Person/Entity Name: _____ Signature Of Bidder: _____

SUPPLEMENTAL CRITERIA FOR DETERMINING BIDDER RESPONSIBILITY FORM

The following must be completed and submitted as part of the Bid Response Documents:

1. Attach a separate listing of your five (5) largest project installations. List the client, products, timeline, logistics and quantity of products.

2. Have you installed the type (same manufacturer) of workstations you have bid? Yes_____ No_____

3. Are your installers your employees? Yes_____ No_____

   If not, who do you contract with to install? _____
   Name
   _____
   Address
   _____
   City, State, Zip Code
   _____
   Unified Business Identifier (UBI) Number

4. Do you have your own trucks, equipment and tools? Yes_____ No_____

   If not, whose trucks, equipment and tools will you be using?

   _____
   Name
   _____
   Address
   _____
   City, State, Zip Code
   _____
   Unified Business Identifier (UBI) Number

5. Do you have an on-site person to receive and inspect the furnishings? Yes_____ No_____

6. List the lead installer from your company that will be on-site throughout the project. This individual should be present at the pre and post walk through, site verification and punch list session.

   _____
   Name

Person/Entity Name: _____ Signature Of Bidder: _____

BIDDER COMPLIANCE CERTIFICATION

PROJECT COMPLIANCE

In compliance with the request for quotation, bidder hereby proposes to perform all work for this project in strict accordance with the contract documents, within the time set forth therein, and at the prices bid.

SPECIFICATION COMPLIANCE

The bidder certifies below that his bid complies in all respects with the attached specification documents, including the minimum specifications.

YES _____ NO _____

If NO list below, in detail, any and all deviations.

LIST DEVIATIONS:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Person/Entity Name: _____ Signature Of Bidder: _____

BID DEPOSIT

FORM OF BID DEPOSIT - CHECK ONE: Please submit this sheet with the bid deposit.

_____CASHIER'S CHECK. Attach the deposit behind this sheet.

_____ SURETY BOND - Attach bid bond behind this sheet. ***IT IS STRONGLY RECOMMENDED THAT YOU USE THE ATTACHED FORM***.

Person/Entity Name: _____ Signature Of Bidder: _____

DRAFT

AIA® Document A151™ – 2019

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the « » day of « » in the year «Two thousand and twenty one »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

« »Benton County
« »7122 W. Okanogan Place, Bldg. A
« »Kennewick, WA 99336
« »(509) 736-2704

and the Vendor:
(Name, legal status, address, and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location, and detailed description)

« »Furnishings Package
« »for Benton County Administration Building
« »7122 West Okanogan Place, Bldg. D
Kennewick, WA 99336

The Architect:
(Name, legal status, address, and other information)

« »MMEC Architecture & Interiors
« »1 N. Monroe St., Suite 200
« »Spokane, WA 99201
« »

The Owner and Vendor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

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§ 1.4 Modifications
A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work
The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 Instruments of Service
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission
Not Used.

§ 1.9 Building Information Models Use and Reliance
Not Used.

§ 1.10 Severability
The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.11 Notice
§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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User Notes: (1916101458)

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.12 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

1.13 Termination of Contract

The Owner may terminate this Agreement in whole or in part whenever the Owner determines in its sole discretion that such termination is in the best interests of the Owner. The Owner my terminate this Agreement upon giving ten (10) days written notice by certified mail to the Vendor. In that event, the Owner shall pay the Vendor for actual costs incurred by the Vendor in performing the Work up to the date of such notice. Payment shall be made in accordance with Article 2.2 Payments. Nothing in this Article shall limit the rights of the Owner pursuant to this Agreement or by law.

1.14 Nondiscrimination

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

1.15 Public Records Act

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

ARTICLE 2 CONTRACT SUM AND PAYMENTS

§ 2.1 Contract Sum

§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be « » ($ « »), subject to additions and deductions as provided in the Contract Documents.

§ 2.1.2 Alternates

§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 2.1.3 Unit prices, if any:

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(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 2.1.4 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 2.1.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)
If the work is not substantially complete within this period of time, or extension thereof granted by the Owner, the Owner will sustain damage that will be impracticable and extremely difficult to quantify in the event of and by reason of such delays. The Vendor shall pay to the Owner liquidated damages in the sum of $750 for each calendar day of delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Vendor under the Contract or may be collected from the Vendor's surety.

§ 2.1.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

§ 2.2 Payments
§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

«
« The Owner will remit payment to the Vendor within thirty (30) days from the date of receipt of the invoice. »
»

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor's right to payment.

§ 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 TIME

§ 3.1 Contract Time
§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

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§ 3.2 Date of Commencement
The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« X »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.3 Completion
§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work	Completion Date

ARTICLE 4 OWNER
§ 4.1 The Owner's Representative
The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:
(Name, address, email address, and other information)

« »Robert Blain, Director of Operations and Capital Programs
« »7122 W. Okanogan Place, Bldg. A
« »Kennewick, WA 99336
« »(509)736-2704
« »robert.blain@co.benton.wa.us
« »

§ 4.2 Information and Services Required of the Owner
§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide
.1 areas of the Project premises that the Vendor may use to perform the Work;

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.2 access to the Project premises for the Vendor at reasonable times;
.3 information regarding any restrictions on the use of, or access to, the Project premises;
.4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
.5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
.6 a secured premises for FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

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§ 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and material safety data sheets.

§ 5.12 Cleaning Up

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 5.13 Access to Work

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

§ 5.14 Indemnification

§ 5.14.1 The VENDOR 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,

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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 VENDOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the VENDOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. In the event of the concurrent negligence of the VENDOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the VENDOR shall be valid and enforceable only to the extent of the negligence of the VENDOR and its subcontractors, employees, and agents.

§ 5.14.2 In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the VENDOR, 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 VENDOR 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 VENDOR expressly waives any immunity the VENDOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the VENDOR 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 VENDOR makes with any subcontractor or agent performing work hereunder. VENDOR'S obligations under this Section shall survive termination and expiration of this Contract.**

§ 5.14.3 The VENDOR'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 VENDOR or the VENDOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the VENDOR are a material inducement to COUNTY to enter into this Contract, are reflected in the VENDOR'S compensation, and have been mutually negotiated by the parties.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

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§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

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§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and

.3 other property at the Project premises or adjacent thereto.

The Vendor must have a COVID-19 Safety Plan in compliance with the Washington State Stay Home, Stay Healthy Proclamation at the time of the installation of FF&E.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or

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negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

§ 12.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 12.2.3 If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «One Million» ($ «1,000,000 ») each occurrence, «Two Million » ($ «2,000,000 ») general aggregate, and « Two Million » ($ « 2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than «One Million » ($ « 1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than «One Million» ($ «1,000,000») each accident, «One Million» ($ « 1,000,000») each employee, and «Two Million» ($ «2,000.000») policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » ($ « N/A ») per claim and « » ($ « N/A ») in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

§ 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

Coverage	Limits

§ 13.13 Waiver of Subrogation

§ 13.13.1 The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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§ 13.13.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.

ARTICLE 14 CLAIMS AND DISPUTES

§ 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 14.7 of this Agreement

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3 Notice of Claims

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work. The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.7 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry

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Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 14.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.9 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 14.10 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.11 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12 Waiver of Claims for Consequential Damages

The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 Blank

§ 15.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »Appendix C – Contract Specification Sheets and Plans

Section	Title	Date	Pages

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§ 15.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »Appendix C – Contract Specification Sheets and Plans

Number	Title	Date
A10.10	Furniture Plan – Level 1	4/15/20
A10.20	Furniture Plan – Level 2	4/15/20
A10.30	Furniture Plan – Level 3	4/15/20

§ 15.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

§ 15.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

« »

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective on the day and year first written above.

For: BENTON COUNTY

Chairman

Chairman Pro-Tem

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: VENDOR

Signature

Print Name

Title

DRAFT

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APPENDIX A - INSURANCE REQUIREMENTS

INDEMNIFICATION / HOLD HARMLESS:

a. The VENDOR 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 VENDOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the VENDOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. In the event of the concurrent negligence of the VENDOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the VENDOR shall be valid and enforceable only to the extent of the negligence of the VENDOR and its subcontractors, employees, and agents.

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the VENDOR, 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 VENDOR 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 VENDOR expressly waives any immunity the VENDOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the VENDOR 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 VENDOR makes with any subcontractor or agent performing work hereunder. VENDOR'S obligations under this Section shall survive termination and expiration of this Contract.**

c. The VENDOR'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 VENDOR or the VENDOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the VENDOR are a material inducement to COUNTY to enter into this Contract, are reflected in the VENDOR'S compensation, and have been mutually negotiated by the parties.

INSURANCE:

a. **Workers Compensation**: Vendor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Vendor 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 Agreement. Vendor 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, Vendor waives all rights of subrogation against the County for recovery of damages to the extent they are covered by workers compensation and employer's liability.

If Vendor, 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, Vendor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Vendor 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 Vendor pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Agreement.

b. **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Vendor shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Vender from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Agreement by Vendor or by anyone directly employed by or contracting with Vendor. 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 Vendor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Vender will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under Section 6. Vendor'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.

Vendor 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 Vendor shall maintain, during the life of this Agreement, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Vendor 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 Vendor from claims which may arise from the performance of this Agreement, whether such operations are by the Vendor or by anyone directly or indirectly employed by the Vendor.

d. **Other Insurance Provisions**:

1. The Vendor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County and its elected and appointed officers, officials, employees, and agents. Vendor'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 Vendor's insurance policies.

2. The Vendor'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 Vendor'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 Vendor 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 Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

7. The Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Agreement shall be written on an Occurrence Policy form.

APPENDIX B - BOND FORMS

The following forms are attached:

1. Bid Deposit Surety Bond Form
2. Payment Bond
3. Performance Bond

BOND NO: _____

BID DEPOSIT SURETY BOND FORM

NAME OF PROJECT: **CB20-38 Furnishings Package for Benton County Administration Building**

NAME OF FIRM: _____

We, _____ as Principal, and _____
as Surety, are held and firmly bound unto Benton County, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if Benton County shall make timely award to the Principal according to the terms of the bid documents; and the Principal shall, within ten (10) days after notice of the award, exclusive of the day of notice, enter into the contract with Benton County and furnishes the contractor's bond (performance and payment bond) with Surety satisfactory to Benton County in an amount equal to one hundred percent (100%) of the amount of the bid proposed including Washington State Sales Tax then this obligation shall be null and void; otherwise if the Principal fails to enter into the contract and furnish the contractor's bonds within ten (10) days after notice of the award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the owner; but in no event will the Surety's liability exceed this bond's face amount.

SIGNED AND SEALED THIS _____ DAY OF _____ YEAR 20____.

_____	_____
SURETY	PRINCIPAL
_____	_____
Signature	Signature
_____	_____
Typed Name	Typed Name
_____	_____
Title	Title

(SEAL)

PAYMENT BOND
to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the project designated as **Project: CB20-38 Furnishings Package for Benton County Administration Building,** in Benton County, Washington (Contract), and said Principal is required, under the terms of that Contract, to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of _____ US Dollars ($ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL		SURETY	
_____		_____	
Principal Signature	Date	Surety Signature	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:

PERFORMANCE BOND
to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the project designated as **Project: CB20-38 Furnishings Package for Benton County Administration Building,** in Benton County, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of _____ US Dollars ($ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL		SURETY	
_____		_____	
Principal Signature	Date	Surety Signature	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:

APPENDIX C – CONTRACT SPECIFICATION SHEETS AND PLANS

The following CONTRACT SPECIFICATION SHEETS are attached:

- Seating Group 1 – Task Seating
- Seating Group 2 – Guest Seating
- Seating Group 3 – Lounge Seating
- Seating Group 4 – Waiting/Dining Seating
- Table Group 1 – Conference Tables
- Table Group 2 – Meeting Tables
- Table Group 3 – Occasional Tables
- Table Group 4 – Nesting Training Tables
- Desk Group 1 – Laminate Desk Units
- Systems Group 1 – Systems Workstations
- File Group 1 – Lateral & Vertical Files
- Misc. Items Group 1 – Podiums
- Misc. Items Group 2 – Bookcases & Cabinets

The following CONTRACT PLANS are enclosed:

A10.10 Furniture Plan – Level 1
A10.20 Furniture Plan – Level 2
A10.30 Furniture Plan – Level 3

Electronic drawings are available on request

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: C1

ITEM: Executive Desk Chair

QTY: 60

See Furniture Plans to verify quantity and locations.

MANUFACTURER: JSI - Proxy

PRODUCT NO.: PX822C

DESCRIPTION: Mid back upholstered chair with adjustable armrests and 5-star base on casters.

SIZE: 28.5"D x 28.5"W x 39"-44.5"H (17"-22.5" Seat Height)

FINISH: Aluminum Cantilever arm and Base

UPHOLSTERY: Pallas Arjun Chumee - 27.274.082

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: C2

ITEM: Task Chairs

QTY: 75

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Valo - Sync 2

PRODUCT NO.: SN6402

DESCRIPTION: Task chair with mesh back, adjustable arms and a 5-star base with casters.

SIZE: 38" - 43"H x 27.5" W x 26"D (16"-21" Seat Height)

FINISH: Frame: Black

UPHOLSTERY: Seat: Black Upholstery - 27301
Back: Black Mesh - 451-01

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: C2A

ITEM: Task Chairs

QTY: 53

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Valo - Sync 2

PRODUCT NO.: SN6502

DESCRIPTION: Task chair with upholstered back, adjustable arms and a 5-star base with casters.

SIZE: 38" - 43"H x 27.5" W x 26"D (16"-21" Seat Height)

FINISH: Frame: Black

UPHOLSTERY: Seat: Black Upholstery - 27301
Back: Black Upholstery - 27301

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: C3

ITEM: Tall Task Chairs

QTY: 11

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Valo - Sync 2

PRODUCT NO.: SN6402T

DESCRIPTION: Task chair with mesh back, adjustable arms and a 5-star base with casters.

SIZE: 44" - 54"H x 27.5" W x 26"D (23"-32" Seat Height)

FINISH: Frame: Black

UPHOLSTERY: Seat: Black Upholstery - 27301
Back: Black Mesh - 451-01

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 11, 2021

ITEM CODE: C4
ITEM: Guest Chairs - Office

QTY: 90
A) 38
B) 52
See Furniture Plans to verify quantity and locations.

MANUFACTURER: National - Respect

PRODUCT NO.: N75WS

DESCRIPTION: Versatile guest chair with upholstered seat and back with wood frame.

SIZE: 25"W x 22"D x 35"H (18" Seat Height)

FINISH: NM - Natural Maple

UPHOLSTERY: **A)** Carnegie Axiom 6524-3 **B)** Maharam Roster 466445 Color: Frigate 006

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.
Approved Substitutions: **1.** Encore, Mozie, description and finishes to match spec.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 11, 2021

ITEM CODE: C4A
ITEM: Guest Chairs - Waiting Areas

QTY: 10
See Furniture Plans to verify quantity and locations.

MANUFACTURER: National - Respect

PRODUCT NO.: N75WS

DESCRIPTION: Versatile guest chair with upholstered seat and back with 4 wooden legs on glides.

SIZE: 24"W x 25"D x 32"H (18" Seat Height)

FINISH: NM- Natural Maple

UPHOLSTERY: Pallas Tulips in Sapphire (29.083.104)

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.
Approved Substitutions: **1.** Encore, Mozie, description and finishes to match spec.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: C7

ITEM: Specialty Guest Chair - Alcove

QTY: 2

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Encore - Melina

PRODUCT NO.: 52224-M

DESCRIPTION: Mid-back, upholstered chair with wooden 4-leg base.

SIZE: 31.5"H x 31.5"W x 31.5"D (Seat Height: 16.75")

FINISH: Legs: White Oak on Ash

UPHOLSTERY: Pallas Icon Color: Instinctive 27.272.104

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 11, 2021

ITEM CODE: L1
ITEM: Lounge Furniture - Level 1 Lobby

QTY: 1
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Coalesse

PRODUCT NO.: Circa Lounge System

DESCRIPTION: Configurable wedge benches, seats, and table components.
(4) 30 degree Wedge Benches, (3) Armrests
See configuration in image below.

SIZE: Varies

FINISH: Legs: Clear Maple V2AM

UPHOLSTERY: (1) bench in Pallas Unraveled Color: Midnight 27.168.104; (1) bench in Pallas Déjà Vu Color: Cooler 27.273.082; (2) benches in Pallas Artemis Color: Mountain Ash 27.260.032; (3) armrests in Wolf Gordon Barras Color: Dusk BAA 8982

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 12, 2021

ITEM CODE: L2
ITEM: Lounge Furniture - Level 2 Lobby

QTY: 1
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Coalesse

PRODUCT NO.: Circa Lounge System

DESCRIPTION: Configurable wedge benches, seats, and table components.
(4) 30 degree Wedge Benches, (2) Armrests, (1) 30 degree High Wedge Table
See configuration in image below.

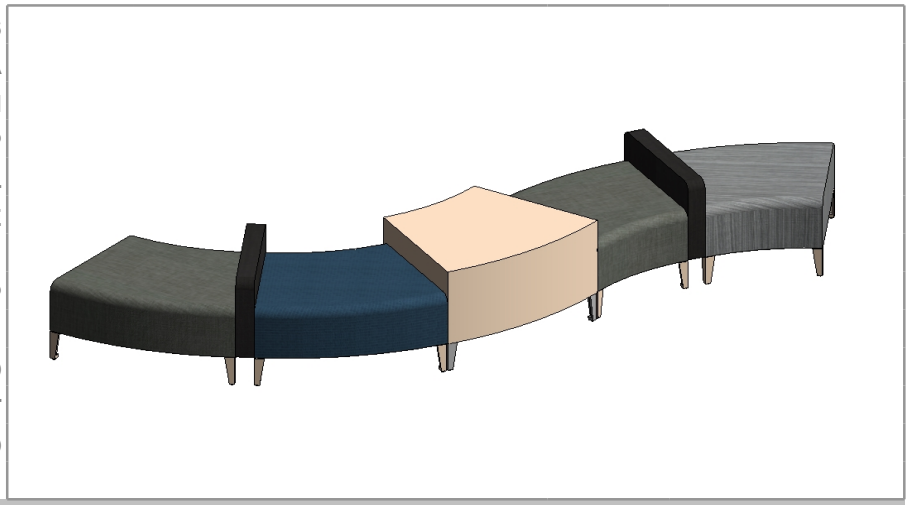
SIZE: Varies

FINISH: Laminate Table: Clear Maple V2AM
Legs: Clear Maple V2AM

UPHOLSTERY: (1) bench in Pallas Unraveled Color: Midnight 27.168.104; (2) benches in Pallas Déjà Vu Color: Cooler 27.273.082; (1) bench in Pallas Artemi Color: Mountain Ash 27.260.032; (2) armrests in Wolf Gordon Barras Color: Dusk BAA 8982

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO



MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 12, 2021

ITEM CODE: L3
ITEM: Lounge Furniture - Level 3 Lobby
QTY: 1
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Coalesse

PRODUCT NO.: Circa Lounge System

DESCRIPTION: Configurable wedge benches, seats, and table components.
(6) 30 degree Wedge Benches, (4) Armrests, (1) 30 degree High Wedge Table
See configuration in image below.

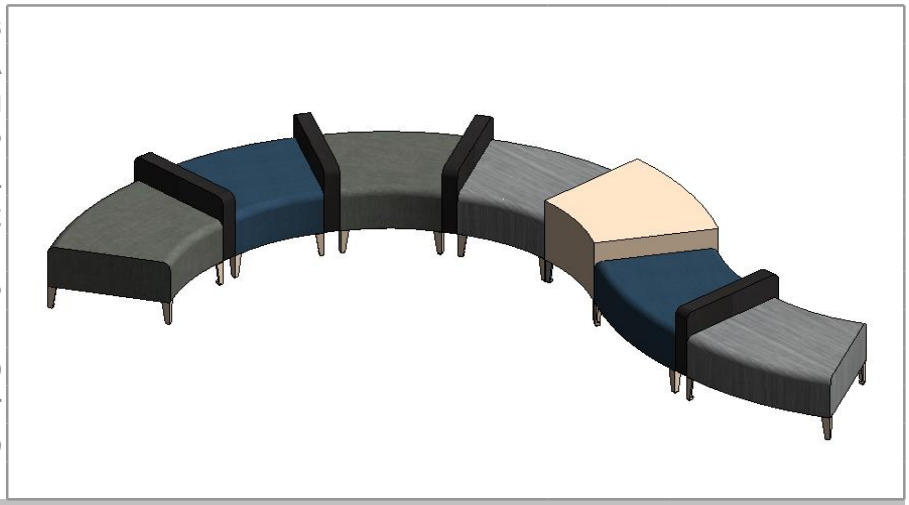
SIZE: Varies

FINISH: Table Laminate: Clear Maple V2AM
Legs: Clear Maple V2AM

UPHOLSTERY: (2) benches in Pallas Unraveled Color: Midnight 27.168.104; (2) benches in Pallas Déjà Vu Color: Cooler 27.273.082; (2) benches in Pallas Artemis Color: Mountain Ash 27.260.032; (4) armrests in Wolf Gordon Barras Color: Dusk BAA 8982

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO



MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 11, 2021

ITEM CODE: C5
ITEM: Armless Chairs - Hearing Room

QTY: 84
Right: 76
Left: 8
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Keilhauer - Loon

PRODUCT NO.: 1726/1727

DESCRIPTION: Armless chair with upholstered seat, molded nylon back and tablet arm.

SIZE: 32.75"H x 24.75"W x 22.5"D (Seat Height: 18.25")

FINISH: Shell: Plastic Warm Grey #14
Legs: Nickel

UPHOLSTERY: Carnegie Countryside 6522 3

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: C6

ITEM: Stool

QTY: 2

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Keihauer - Loon

PRODUCT NO.: 1721

DESCRIPTION: Armless counter stool with upholstered seat and molded nylon back.

SIZE: 20"W x 22.75"D x 40"H (Seat Height: 25")

FINISH: Shell: Plastic Warm Grey #14
Legs: Nickel

UPHOLSTERY: Maharam Glen 466534 Color: Tactic 002

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: C8

ITEM: Break Room Chair

QTY: 28

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Keihauer - Loon

PRODUCT NO.: 1710

DESCRIPTION: Armless chair with molded nylon seat and back.

SIZE: 20"W x 22.75"D x 32.5"H (Seat Height: 17.75")

FINISH: Shell: Plastic Warm Grey #14
Legs: Nickel

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 11, 2021

ITEM CODE: C9
ITEM: Waiting Room Chair - Main Lobby

QTY: 18
UPH **A)** 9
UPH **B)** 9
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Keihauer - Loon

PRODUCT NO.: 1723

DESCRIPTION: Arm chair with upholstered seat and molded nylon back.

SIZE: 24.75"W x 22.5"D x 32.75"H (Seat Height: 18.25")

FINISH: Shell: Plastic Warm Grey #14
Legs: Nickel

UPHOLSTERY: **A)** Maharam Glen 466534 Color: Tactic 002 **B)** Maharam Glen 466534 Color: Soiree 006

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: T1

ITEM: Large Conference Table

QTY: 4

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Enwork

PRODUCT NO.: Foundation - See size below

DESCRIPTION: Laminate conference table with panel base and integral power/data access.

SIZE: 42"W x 144"L x 30"H

FINISH: Laminate: Kensington Maple - Wilsonart 10776-60
Exposed Metal: Medium Tone Paint

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 11, 2021

ITEM CODE: T2
ITEM: Commisioner Conference Table

QTY: 1
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Enwork

PRODUCT NO.: Foundation - See size below

DESCRIPTION: Laminate conference table with panel base, aluminum trim and integral power/data access.

SIZE: 42"W x 132"L x 30"H

FINISH: Laminate: Kensington Maple - Wilsonart 10776-60
Exposed Metal: Medium Tone Paint
Trim: Aluminum

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 12, 2021

ITEM CODE: T3
ITEM: Small Meeting Table

QTY: 2
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Global - Swap

PRODUCT NO.: SWP532

DESCRIPTION: Rectangular meeting table with square bases.

SIZE: 60"W x 24"D x 30"H

FINISH: Laminate Top and Edges: Clear Maple
Base: Tungsten

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: T4

ITEM: Small Conference Table- Round

QTY: 3

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Global - Swap

PRODUCT NO.: SWP509

DESCRIPTION: Round, café table with round base.

SIZE: 60" Diameter x 30" H

FINISH: Laminate Top and Edges: Clear Maple
Base: Tungsten

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: T5

ITEM: Break Room Table

QTY: 7

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Global - Swap

PRODUCT NO.: SWP562

DESCRIPTION: Round, café table with round base.

SIZE: 48" Diameter, 30" H

FINISH: Laminate Top and Edges: Clear Maple
Base: Tungsten

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: T6

ITEM: Small Meeting Table - Offices

QTY: 7

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Global - Swap

PRODUCT NO.: SWP561

DESCRIPTION: Round, café table with round base.

SIZE: 42" Diameter, 30" H

FINISH: Laminate Top and Edges: Clear Maple
Base: Tungsten

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 11, 2021

ITEM CODE: T11
ITEM: Large Meeting Table

QTY: 2
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Global - Swap

PRODUCT NO.: SWP537

DESCRIPTION: Rectangular meeting table with square bases.

SIZE: 96"W x 36"D x 30"H

FINISH: Laminate Top and Edges: Clear Maple
Base: Tungsten

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 11, 2021

ITEM CODE: T7
ITEM: Specialty Side Table

QTY: 1
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Encore - Hado

PRODUCT NO.: 6320-2116-GL

DESCRIPTION: Occasional table with back painted glass top and wooden legs.

SIZE: 21" Diameter x 16"H

FINISH: Legs: White Oak on Ash
Top: White back painted glass top

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 11, 2021

ITEM CODE: T8
ITEM: Side Table - Waiting Rooms

QTY: 2
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Carolina - Basket

PRODUCT NO.: 447-23RD

DESCRIPTION: Occasional table with laminate top and crossed, metal base.

SIZE: 21.25"H x 23"W x 23"D

FINISH: Laminate Top: Maple
Frame: Brushed Stainless Steel

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: T9

ITEM: Coffee Table (Contact Center)

QTY: 3

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Carolina - Basket

PRODUCT NO.: 447-OVAL

DESCRIPTION: Occasional table with laminate top and crossed base.

SIZE: 16"H x 49"W x 27"D

FINISH: Laminate Top: Maple
Frame: Brushed Stainless Steel

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: T10

ITEM: Nesting Tables - Hearing Room

QTY: 4

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Herman Miller - Everywhere Flip-Top

PRODUCT NO.: DT1A

DESCRIPTION: Nesting training table with flip-top and casters.

SIZE: 28.5"H x 60"W x 24"D

FINISH: Laminate Top: Natural Maple
Frame: Brushed Stainless Steel

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.
Approved Substitutions: **1.** Steelcase Flip Top Twin, description and finishes to match spec.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 11, 2021

ITEM CODE: D1A
ITEM: Laminate Desk - U-shaped with Overhead
MANUFACTURER: JSI
PRODUCT NO.: Vision

QTY: 7
(5) with Bridge on Left*
(2) with Bridge on Right
*1 with Stand Up Desk
See Furniture Plans to verify quantity and locations.

DESCRIPTION: Laminate U-shaped desk with box-box-file, file-file, and overhead storage.

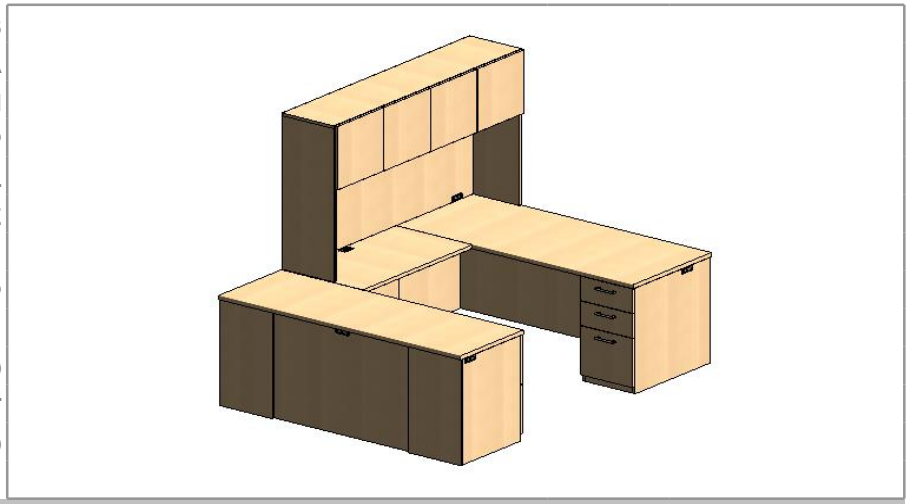
SIZE:
Worksurfaces: 30"D x 72"D (1), 24"D x 42"W (1), 24"D x 72"W (1)
Box-box-file: 15"W (1)
File-file: 15"W (1)

FINISH:
Laminate Top: Fusion Maple
Edge Color: Match Fusion Maple
Pulls: Bar - Polished Nickel

UPHOLSTERY: N/A

REMARKS:
Substitutions for "equal" products need to be approved by the designer prior to bidding.
Approved Subsitutions: **1.** Knoll, Reff, description and finishes to match spec.

SAMPLE PHOTO



MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: D1B

ITEM: Laminate Desk - U-shaped

QTY: 20
(6) with Bridge on Left
(14) with Bridge on Right
See Furniture Plans to verify quantity and locations.

MANUFACTURER: JSI

PRODUCT NO.: Vision

DESCRIPTION: Laminate U-shaped desk with box-box-file and file-file storage.

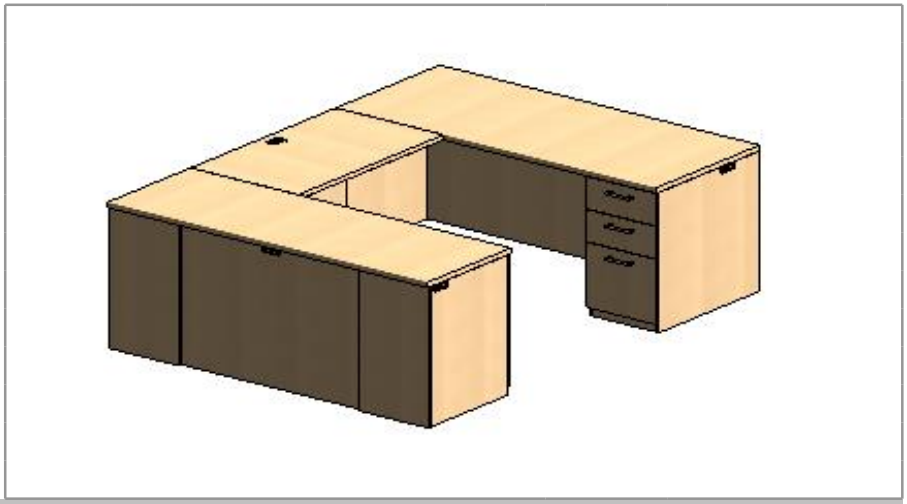
SIZE:
Worksurfaces: 30"D x 72"D (1), 24"D x 42"W (1), 24"D x 72"W (1)
Box-box-file: 15"W (1)
File-file: 15"W (1)

FINISH:
Laminate Top: Fusion Maple
Edge Color: Match Fusion Maple
Pulls: Bar - Polished Nickel

UPHOLSTERY: N/A

REMARKS:
Substitutions for "equal" products need to be approved by the designer prior to bidding.
Approved Subsitutions: **1.** Knoll, Reff, description and finishes to match spec.

SAMPLE PHOTO



MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 11, 2021

ITEM CODE: D1C
ITEM: Laminate Desk - L-shaped with Overhead

QTY: 1
(0) with Bridge on Left
(1) with Bridge on Right
See Furniture Plans to verify quantity and locations.

MANUFACTURER: JSI

PRODUCT NO.: Vision

DESCRIPTION: Laminate L-shaped desk with box-box-file, file-file, and overhead storage.

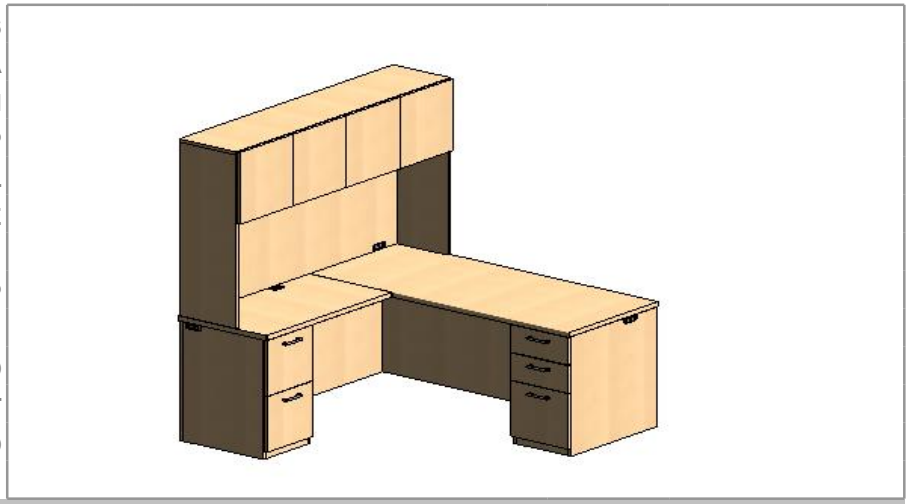
SIZE:
Worksurfaces: 30"D x 72"D (1), 24"D x 42"W (1)
Box-box-file: 15"W (1)
File-file: 15"W (1)

FINISH:
Laminate Top: Fusion Maple
Edge Color: Match Fusion Maple
Pulls: Bar - Polished Nickel

UPHOLSTERY: N/A

REMARKS:
Substitutions for "equal" products need to be approved by the designer prior to bidding.
Approved Subsitutions: **1.** Knoll, Reff, description and finishes to match spec.

SAMPLE PHOTO



MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT Benton County Administration Office Building DATE: April 1, 2021

ITEM CODE: D1D
ITEM: Laminate Desk - L-shaped

QTY: 7
(1) with Bridge on Left
(6) with Bridge on Right
See Furniture Plans to verify quantity and locations.

MANUFACTURER: JSI

PRODUCT NO.: Vision

DESCRIPTION: Laminate L-shaped desk with box-box-file and file-file storage.

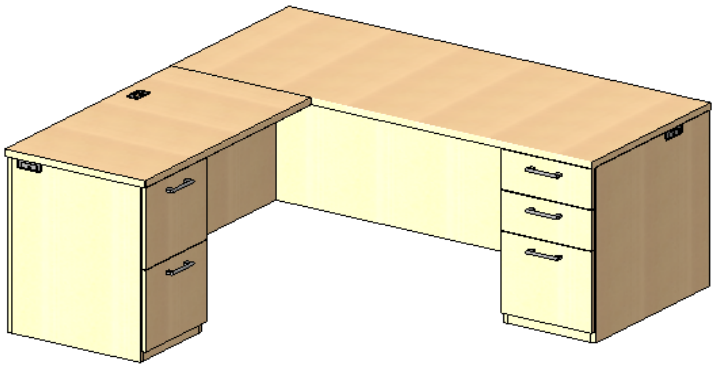
SIZE:
Worksurfaces: 30"D x 72"D (1), 24"D x 42"W (1)
Box-box-file: 15"W (1)
File-file: 15"W (1)

FINISH:
Laminate Top: Fusion Maple
Edge Color: Match Fusion Maple
Pulls: Bar - Polished Nickel

UPHOLSTERY: N/A

REMARKS:
Substitutions for "equal" products need to be approved by the designer prior to bidding.
Approved Subsitutions: **1.** Knoll, Reff, description and finishes to match spec.

SAMPLE PHOTO



MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 11, 2021

ITEM CODE: D2
ITEM: Laminate Desk

QTY: 1
See Furniture Plans to verify quantity and locations.

MANUFACTURER: JSI

PRODUCT NO.: Vision

DESCRIPTION: Laminate desk with box-box-file pedestal.

SIZE: Worksurface: 30"D x 60"W
Box-box-file: 15"W (1)

FINISH: Laminate Top: Fusion Maple
Edge Color: Match Fusion Maple
Pulls: Bar - Polished Nickel

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.
Approved Subsitutions: **1.** Knoll, Reff, description and finishes to match spec.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 12, 2021

ITEM CODE: W1
ITEM: Workstations (5'-0" x 5'-0")

QTY: 20
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Haworth

PRODUCT NO.: UniGroup Too

DESCRIPTION: Panel-supported, L-shaped, private workstations with box-box-file, overhead storage, and laminate worksurface.
See plan for shared panel locations.

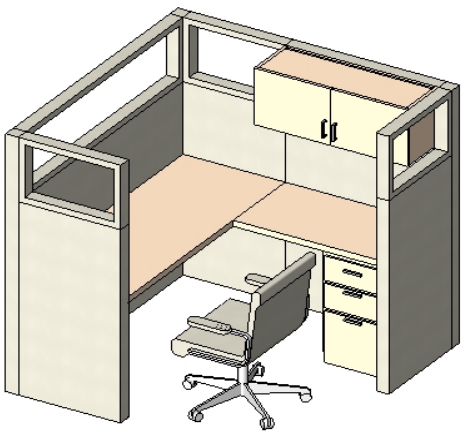
SIZE: Worksurfaces: 60"W x 24"D (1), 36"W x 20"D (1)
Box-box-file: 15"W (1)
Overall Panel Height: 64" (48" panel with 16" add on glass panel)

FINISH: Laminate Top: Natural Maple
Frame: Graphite TR-J

UPHOLSTERY: Panel Fabric: Iowa Rice Lake RR-80

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.
Approved Substitutions: **1.** Herman Miller, Canvas Wall, description and finishes to match spec.
See plan for shared panel locations.

SAMPLE PHOTO



MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 18, 2021

ITEM CODE: W2
ITEM: Workstations (7'-6" x 5'-6")

QTY: 18
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Haworth

PRODUCT NO.: UniGroup Too

DESCRIPTION: Panel-supported, U-shaped, private workstations with box-box-file, file-file, overhead storage and laminate worksurface.
See plan for shared panel or wall mount locations.

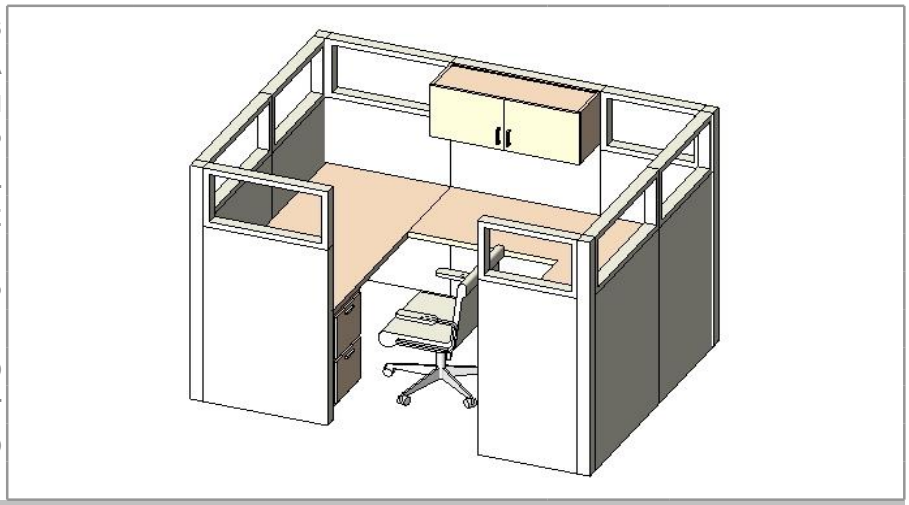
SIZE: Worksurfaces: 66"W x 30"D (1), 36"W x 24"D (1), 66"W x 24"D (1)
Box-box-file: 15"W (1)
File-file: 15"W (1)
Overall Panel Height: 64" (48" panel with 16" add on glass panel)

FINISH: Laminate Top: Natural Maple
Frame: Graphite TR-J

UPHOLSTERY: Panel Fabric: Iowa Rice Lake RR-80

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.
Approved Substitutions: **1.** Herman Miller, Canvas Wall, description and finishes to match spec.
See plan for shared panel or wall mount locations.

SAMPLE PHOTO



MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT Benton County Administration Office Building DATE: February 18, 2021

ITEM CODE: W3
ITEM: Workstations (7'-6" x 5'-6")

QTY: 6
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Haworth

PRODUCT NO.: UniGroup Too

DESCRIPTION: Panel-supported, L-shaped, private workstations with box-box-file, file-file, overhead storage and laminate worksurface.
See plan for shared panel or wall mount locations.

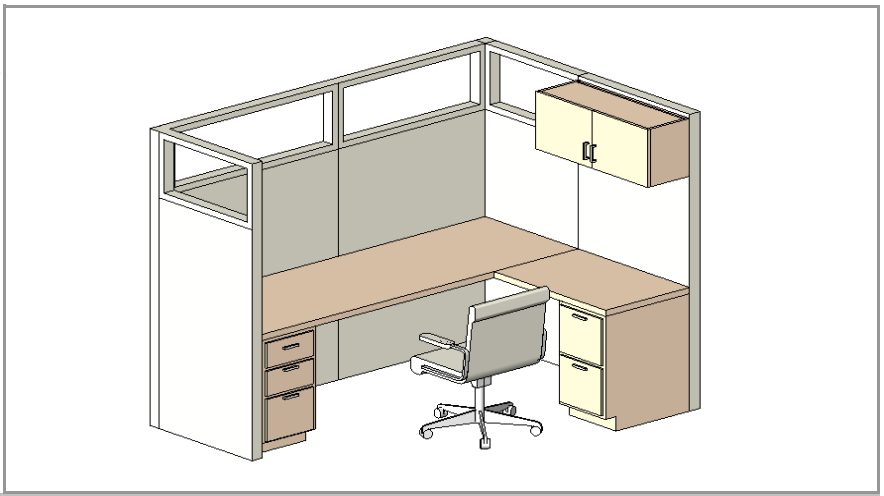
SIZE: Worksurfaces: 90"W x 30"D (1), 36"W x 24"D (1)
Box-box-file: 15"W (1)
File-file: 15"W (1)
Overall Panel Height: 72" (56" panel with 16" add on glass panel)

FINISH: Laminate Top: Natural Maple
Frame: Graphite TR-J

UPHOLSTERY: Panel Fabric: Iowa Rice Lake RR-80

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.
Approved Substitutions: **1.** Herman Miller, Canvas Wall, description and finishes to match spec.
See plan for shared panel or wall mount locations.

SAMPLE PHOTO



MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 12, 2021

ITEM CODE: W4
ITEM: Workstations (6'-0" x 6'-0"')

QTY: 8
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Haworth

PRODUCT NO.: UniGroup Too

DESCRIPTION: Panel-supported, L-shaped, private workstations with box-box-file and laminate worksurface.
See plan for shared panel or wall mount locations.

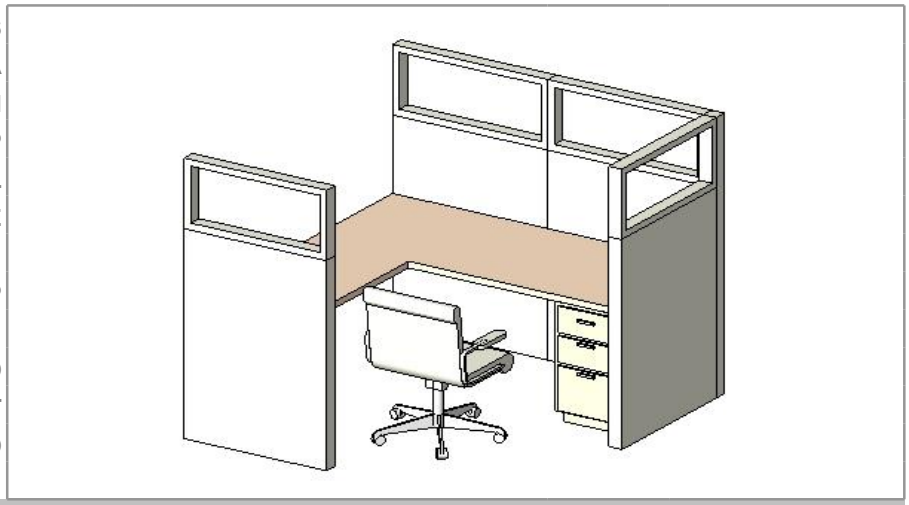
SIZE: Worksurfaces: 72"W x 30"D (1), 42"W x 24"D (1)
Box-box-file: 15"W (1)
Overall Panel Height: 64" (48" panel with 16" add on glass panel)

FINISH: Laminate Top: Natural Maple
Frame: Graphite TR-J

UPHOLSTERY: Panel Fabric: Iowa Rice Lake RR-80

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.
Approved Substitutions: **1.** Herman Miller, Canvas Wall, description and finishes to match spec.
See plan for shared panel or wall mount locations.

SAMPLE PHOTO



MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 18, 2021

ITEM CODE: W5
ITEM: Workstations (7'-6" x 5'-6")

QTY: 1
See Furniture Plans to verify quantity and locations.

MANUFACTURER: Haworth

PRODUCT NO.: UniGroup Too

DESCRIPTION: Panel-supported, U-shaped, private workstations with box-box-file, file-file, overhead storage and laminate worksurface.
See plan for shared panel or wall mount locations.

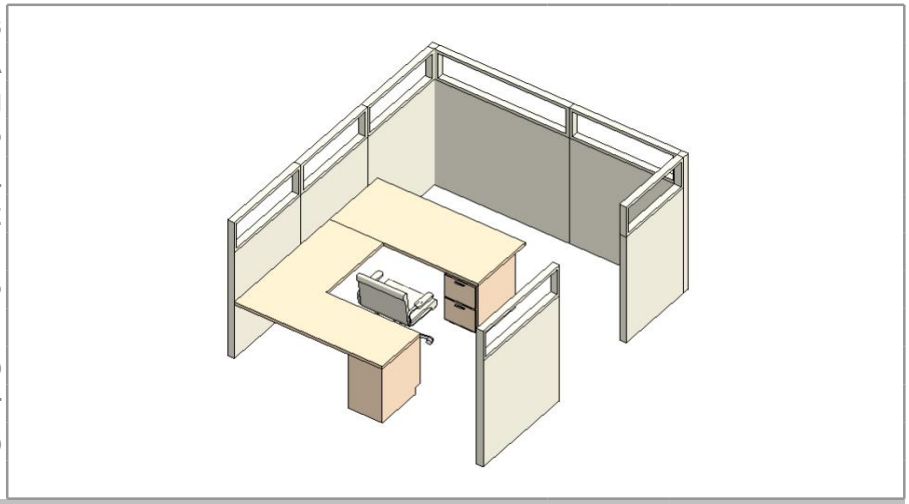
SIZE: Worksurfaces: 66"W x 30"D (1), 36"W x 24"D (1), 66"W x 24"D (1)
Box-box-file: 15"W (1)
File-file: 15"W (1)
Overall Panel Height: 72" (56" panel with 16" add on glass panel)

FINISH: Laminate Top: Natural Maple
Frame: Graphite TR-J

UPHOLSTERY: Panel Fabric: Iowa Rice Lake RR-80

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.
Approved Substitutions: **1.** Herman Miller, Canvas Wall, description and finishes to match spec.
See plan for shared panel or wall mount locations.

SAMPLE PHOTO



MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 12, 2021

ITEM CODE: F1

ITEM: Lateral Files

QTY: 37

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Global - 9300 Series

PRODUCT NO.: 9336-3F1H

DESCRIPTION: 36" W metal three drawer lateral file with slide-arm suspension, powder coat finish and locking option.
Center Pulls
Standard Label Holders

SIZE: 36" W x 18" D x 40.5" H

FINISH: Light Grey

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 12, 2021

ITEM CODE: F2

ITEM: Vertical Files

QTY: 12

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Global - 2800 Series

PRODUCT NO.: 28-452

DESCRIPTION: 18" W metal four drawer vertical file with slide-arm suspension, powder coat finish and locking option.
Center Pulls
Standard Label Holders

SIZE: 18" W x 28" D x 52" H

FINISH: Light Grey

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: F3

ITEM: Lateral Files

QTY: 7

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Global - 9300 Series

PRODUCT NO.: 9336-5F1H

DESCRIPTION: 36" W metal five drawer lateral file with slide-arm suspension, powder coat finish and locking option.
Center Pulls
Standard Label Holders

SIZE: 36" W x 18" D x 65" H

FINISH: Light Grey

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.
Top opening of 5 high is a receding door.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 12, 2021

ITEM CODE: F4

ITEM: Vertical Files

QTY: 1

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Global - 2800 Series

PRODUCT NO.: 28-252

DESCRIPTION: 18" W metal two drawer vertical file with slide-arm suspension, powder coat finish and locking option.
Center Pulls
Standard Label Holders

SIZE: 18" W x 28" D x 28" H

FINISH: Light Grey

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 11, 2021

ITEM CODE: P1

ITEM: Podium

QTY: 1

See Furniture Plans to verify quantity and locations.

MANUFACTURER: Enwork - Foundation

PRODUCT NO.: LPWLECTAC-A (10776-60)

DESCRIPTION: Mobile podium with storage on casters.

SIZE: 24" D x 27" W x 49" H

FINISH: Kensington Maple - Wilsonart 10776-60

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 18, 2021

ITEM CODE: B1

ITEM: Bookcase

QTY: 10

See Furniture Plans to verify quantity and locations.

MANUFACTURER: National - Flourish

PRODUCT NO.: 19N3636BCOW

DESCRIPTION: Laminate bookcase with one fixed shelf and one adjustable shelf.

SIZE: 36" W x 12.75" D x 36" H

FINISH: NM - Natural Maple

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building DATE: February 11, 2021

ITEM CODE: B2
ITEM: Bookcase - Tall

QTY: 34
See Furniture Plans to verify quantity and locations.

MANUFACTURER: National - Flourish

PRODUCT NO.: 19N3666BCOFW

DESCRIPTION: Laminate bookcase with one fixed shelf and three adjustable shelves. Bookcase to be anchored to the wall.

SIZE: 36" W x 12" D x 65.5" H

FINISH: NM - Natural Maple

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

MMEC ARCHITECTURE ▪ INTERIORS

FURNITURE SPECIFICATION

PROJECT: Benton County Administration Office Building

DATE: February 18, 2021

ITEM CODE: X1

ITEM: Locking Cabinet

QTY: 2

See Furniture Plans to verify quantity and locations.

MANUFACTURER: National - Flourish

PRODUCT NO.: 19N2436PFHLW

DESCRIPTION: Laminate, locking double door unit with one adjustable shelf.

SIZE: 36" W x 24" D x 29" H

FINISH: NM - Natural Maple

UPHOLSTERY: N/A

REMARKS: Substitutions for "equal" products need to be approved by the designer prior to bidding.

SAMPLE PHOTO

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GENERAL NOTES: FURNITURE PLAN

1. FURNITURE IS SHOWN FOR REFERENCE AND COORDINATION PURPOSES ONLY.
2. SEE SIGNAGE SCHEDULE IN SPECIFICATIONS FOR ADDITIONAL INFORMATION.
3. POWER/DATA SHOWN ON FURNITURE PLAN TO BE PROVIDED WITH THE FURNITURE SYSTEM.

CHAIRS AND DESKS MARKED WITH "E" ARE EXISTING- EITHER BUILT IN OR OWNER PROVIDED. NOT INCLUDED IN FURNITURE PACKAGE.

1 **FURNITURE PLAN - LEVEL 1**
SCALE: 1/8" = 1'-0"

N

REVISIONS

1		COP 001 1ST & 3RD FLOOR
4	Date 4	Revision 4

BENTON COUNTY ADMINISTRATION BUILDING
7122 WEST OKANOGAN PLACE #D
KENNEWICK, WA 99336

FURNITURE PLAN - LEVEL 1

MMEC ARCHITECTURE ■ INTERIORS
Kennewick, Washington (509) 396-7278
Spokane, Washington (509) 624-6800
www.mmecarchitecture.com

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File No:	18.18
Date:	4/15/20
Drawn by:	EJG
Checked by:	CCC
Scale:	As indicated
Sheet Title:	FURNITURE PLAN - LEVEL 1
Sheet No:	A10.10

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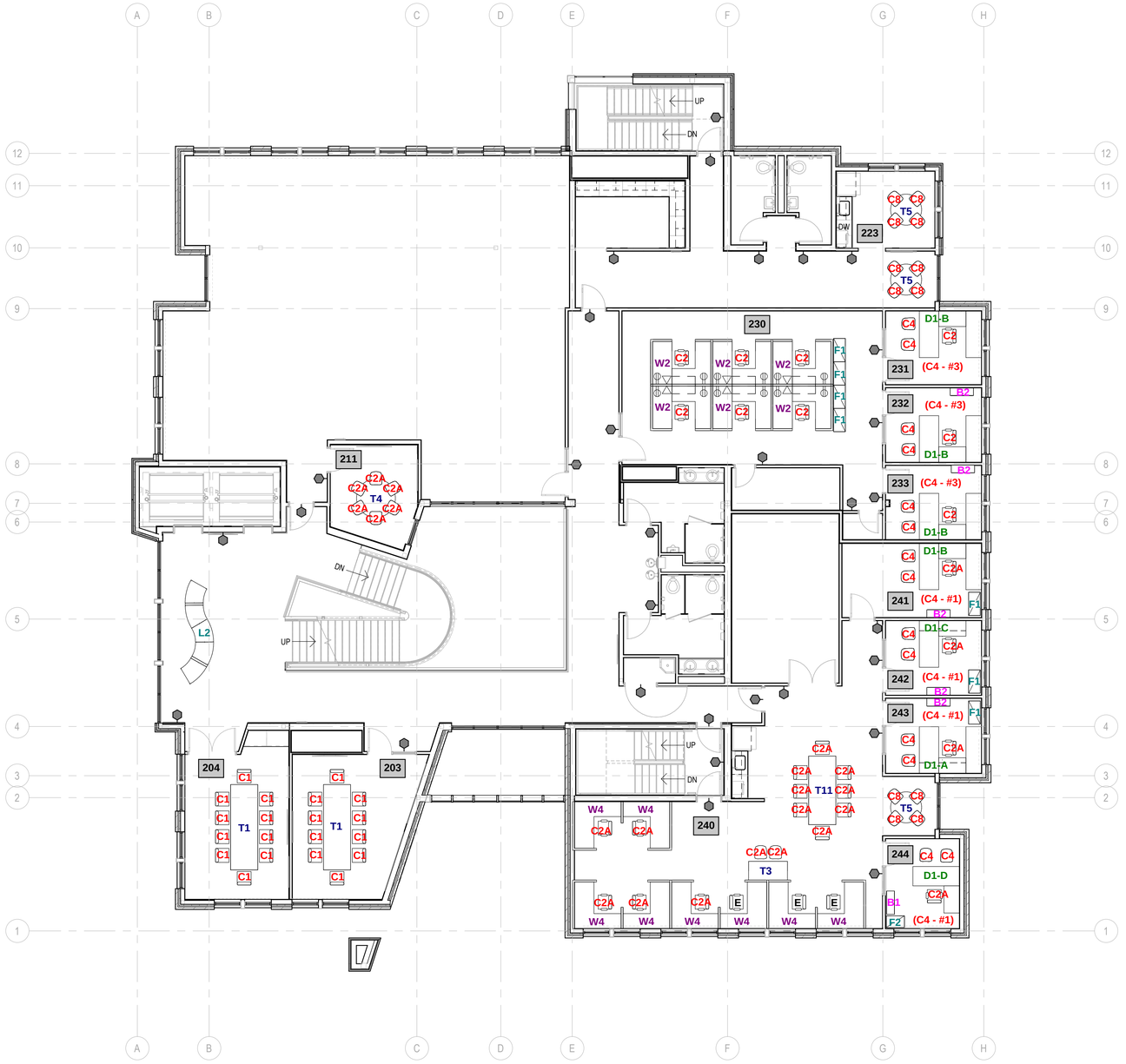
GENERAL NOTES: FURNITURE PLAN

1. FURNITURE IS SHOWN FOR REFERENCE AND COORDINATION PURPOSES ONLY.
2. SEE SIGNAGE SCHEDULE IN SPECIFICATIONS FOR ADDITIONAL INFORMATION.
3. POWER/DATA SHOWN ON FURNITURE PLAN TO BE PROVIDED WITH THE FURNITURE SYSTEM.

CHAIRS AND DESKS MARKED WITH "**E**" ARE EXISTING- EITHER BUILT IN OR OWNER PROVIDED. NOT INCLUDED IN FURNITURE PACKAGE.



1 **FURNITURE PLAN - LEVEL 2**

SCALE: 1/8" = 1'-0"

N

REVISIONS

2		COP 002 BSMT & 2ND FLOOR
4	Date 4	Revision 4

BENTON COUNTY ADMINISTRATION BUILDING
7122 WEST OKANOGAN PLACE #D
KENNEWICK, WA 99336

FURNITURE PLAN - LEVEL 2

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Kennewick, Washington (509) 396-7278
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Date:	4/15/20
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Sheet Title:	FURNITURE PLAN - LEVEL 2
Sheet No:	A10.20

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GENERAL NOTES: FURNITURE PLAN

1. FURNITURE IS SHOWN FOR REFERENCE AND COORDINATION PURPOSES ONLY.
2. SEE SIGNAGE SCHEDULE IN SPECIFICATIONS FOR ADDITIONAL INFORMATION.
3. POWER/DATA SHOWN ON FURNITURE PLAN TO BE PROVIDED WITH THE FURNITURE SYSTEM.

CHAIRS AND DESKS MARKED WITH "E" ARE EXISTING- EITHER BUILT IN OR OWNER PROVIDED. NOT INCLUDED IN FURNITURE PACKAGE.

1 **FURNITURE PLAN - LEVEL 3**
SCALE: 1/8" = 1'-0"

N

REVISIONS

1		COP 001 1ST & 3RD FLOOR
4	Date 4	Revision 4

FURNITURE PLAN - LEVEL 3

BENTON COUNTY ADMINISTRATION BUILDING
7122 WEST OKANOGAN PLACE #D
KENNEWICK, WA 99336

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File No:	18.18
Date:	4/15/20
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Checked by:	CCC
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Sheet No:	A10.30

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 13, 2021
Subject:	Contract w/ Stantec Consulting Services, Inc. for the Design of the Justice Center BDA/DAS Radio System Upgrade
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain

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 2021-2026 Capital Improvement Plan includes a project to upgrade the Justice Center Campus BDA/DAS Radio System.

Qualifications were solicited to provide architectural & engineering services to design the upgraded BDA/DAS Radio System at the Justice Center Campus.

After a review of qualifications submitted, it was determined that Stantec Consulting Services, Inc., Lynnwood, Washington, would best provide the services needed.

A Professional Services Contract has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney and signed by Stantec Consulting Services, Inc.

Fiscal Impact

Amount: $122,200.00 excluding W.S.S.T.

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

Recommendation

Approve the Contract with Stantec Consulting Services, Inc. to design the upgraded BDA/DAS Radio System at the Justice Center Campus.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC., FOR PROVIDING ARCHITECTURAL & ENGINEERING SERVICES FOR THE DESIGN OF THE UPGRADED BDA/DAS RADIO SYSTEM AT THE JUSTICE CENTER CAMPUS

WHEREAS, qualifications were solicited to provide architectural & engineering services to design the upgraded BDA/DAS Radio System at the Justice Center Campus; and

WHEREAS, after a review of qualifications submitted, it was determined that Stantec Consulting Services, Inc., Lynnwood, Washington, would best provide the services needed; and

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

BE IT RESOLVED, that the Board of County Commissioners hereby approves the Professional Services Contract with Stantec Consulting Services, Inc., of Lynnwood, Washington, to provide professional architectural & engineering services for the design of the upgraded BDA/DAS Radio System at the Justice Center Campus with a maximum total amount payable not to exceed $122,200.00, including Washington State Sales Tax, unless agreed to by amendment by both parties; and

BE IT FURTHER RESOLVED the term of this contract commences on this date and terminates on June 30, 2022.

Dated this 13th day of April 2021.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Purchasing Department P. Schut
c: Auditor, CM

BENTON COUNTY
ARCHITECTURAL/ENGINEERING
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Stantec Consulting Services, Inc., a corporation organized under the laws of the State of New York with its principal offices at 4100 194th St SW; Ste 400, Lynnwood, WA, 98036 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Scope of Work & Fees; and

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on June 30, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

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

a. Provide Architectural and Engineering Services for design & construction administration of a new BDA/DAS System at Benton County Justice Center, all in accordance with Exhibit A attached hereto; subject to the following requirements and limitations:

i. The CONTRACTOR agrees to provide its own labor and materials as included costs in the fees payable consistent

with Exhibit A and Section 5 below. Unless otherwise provided for in a work order, no materials, labor, or facilities will be furnished by the COUNTY.

ii. The COUNTY shall furnish the CONTRACTOR with a proposed work order for each project under this Contract, and the CONTRACTOR shall in return provide the COUNTY with a detailed breakdown proposal including the scope of work and fees consistent with the Exhibit A for services to be performed. All proposals from the Architect must be approved by the Board of Benton County Commissioners via resolution prior to commencement of any work.

iii. The CONTRACTOR shall review the COUNTY's scope of work, budget and schedule and reach an understanding with the COUNTY of the project requirements. Based on the approved project requirements, the CONTRACTOR shall develop a design. Upon COUNTY's approval of the design, CONTRACTOR shall prepare construction documents indicating requirements for construction of the project and shall coordinate its services with any consulting services the COUNTY provides. The Contractor shall assist the COUNTY in filing documents required for the approval of government authorities in obtaining proposals and in awarding contracts for construction. During the construction phase, CONTRACTOR shall act as the COUNTY's representative to the extent set forth in this Contract. CONTRACTOR will visit the construction site at intervals appropriate the stage of construction to become generally familiar with the progress and quality of the work. CONTRACTOR will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work. Based on the CONTRACTOR's observations and evaluations of the construction, CONTRACTOR shall certify amount the amounts due to the construction contractor. CONTRACTOR shall promptly review and approve or take appropriate action upon construction contractor's submittals for the limited purpose of checking with the conformance of information given and the design concept expressed in the contract documents. CONTRACTOR shall be responsible for producing all contract documents and correspondence related to construction or improvement projects for which CONTRACTOR is responsible. CONTRACTOR shall oversee, manage and direct all facets of project in a manner consistent with the standards expected of similarly situated architects on construction or improvement

projects within the State of Washington. CONTRACTOR shall generate all necessary documentation and contracts associated with construction or improvement projects for which CONTRACTOR is responsible subject, when appropriate, to review by COUNTY's legal counsel, and shall amend or modify such documents and contracts at the direction of COUNTY's legal counsel or COUNTY's representative. These documents and contracts include, but are not limited to: request for proposals/request for competitive bids to include posting the legal advertisements; Notices to Proceed; AIA standard form contracts; Change Orders; approval of all Progress Payments; Letter of Substantial Completion. The CONTRACTOR shall forward all original documents to the COUNTY at COUNTY's request, and shall retain all records related to any given project for the appropriate Washington State Retention Schedule as promulgated by the Washington State Archivist.

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Paul Roos
Address: 4100 194th Street SW, STE 400
Lynwood, WA, 98036-4613

Phone: (206)-510-7285
Email: Paul.Roos@stantec.com

b. For COUNTY:

Name: Robert Blain
Address: 7122 W Okanogan Place; bldg. A
Kennewick, WA 99336
Phone: <<Phone>>
Email: Robert.Blain@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, "Scope of Work & Fees", 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 One-Hundred Twenty-Two Thousand Two Hundred Dollars and zero cents ($122,200.00), including W.S.S.T.

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

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

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the

CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

of not less than A-VII.

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

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

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

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

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

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

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

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

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

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos

owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

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

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits**

maintained by the CONTRACTOR.

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall

be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance

with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. All design work done by the CONTRACTOR shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.

c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

b. If it should appear that any provision of this Contract is in

conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a

Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

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

Dated: _____

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

_____
Civil Deputy Prosecuting Attorney

Dated: March 31, 2021

FOR: STANTEC CONSULTING SERVICES

_____
Signature

Associate - Stantec Wireless Consulting
Title:

Paul T Roos
Print Name

Exhibit A: Scope of Work & Fees

Client: Paul Schut
Procurement & Contract Coordinator
Benton County Commissioners' Office

Project: *Professional Services Proposal and Agreement*
Benton County Justice Center - DAS/BDA System Upgrade

Thank you for the contacting Stantec for this project. Tod Moore is committed as Principal-In-Charge and Paul Roos as Project Manager. This letter confirms our understanding of the scope of work, presents our fee proposal for Professional Services, and will act as an Agreement and Notice to Proceed. The scope of work is based upon the information given to us in your original request for proposal dated October 06, 2020.

1. Project Understanding. Benton County has three bi-directional amplifiers (BDA) and Distributed Antenna Systems (DAS) in the Justice Center in Kennewick, WA. The DAS/BDA systems include 800 MHz radio signals and cover the Jail, Superior Court, and District Court/Administration buildings. A new Administration building is under construction and currently 60% completed. Benton County is seeking services to analyze the existing systems and provide design/consulting services to upgrade and expand the existing systems to meet current operational and technical requirements. This is to include improved 800 MHz coverage, new VHF frequency capability, and future expansion into the new Administration building.

2. Stantec will provide the following Professional Services:
   Phase 1: Kickoff and Initial Analysis
   Project Initiation

   - Conduct a formal project kickoff meeting with the project manager, pertinent project team members, and various project stakeholders. (due to COVID-19 restrictions this is proposed as online meeting only)
   - Conduct regularly scheduled project status meetings with agenda, and notes (timing and cadence to be determined during kickoff meeting).
   - Develop, communicate, and implement Project Management Plan with details to Benton County.
   - As part of the kickoff meeting, a mutually agreeable project team meeting schedule will be developed to ensure status updates are communicated effectively at various stages of the project.
   - Provide a presentation of project specifics to the Benton County Commissioners as necessary to ensure all stakeholders are engaged in the project.

   Analysis and Schematic Design

   - Review client provided information collected from strategic stakeholders to determine operational requirements for in-building communications.
   - Conduct site visit to confirm information provided and to analyze the intended coverage areas.

- Investigate the identified buildings through a detailed and methodical survey process.
- Analyze the physical aspects and internal configurations of the buildings that could potentially affect space, access, and connectivity.
- Evaluate existing components and infrastructure suitable for potential reuse in a future design. The results will be used to assess design improvements needed to meet Benton County radio system standards to accommodate and provide a reliable, robust, scalable, and code-compliant implementation.
- Evaluate multiple DAS vendors' product offerings to determine the best solution to use as a basis of design.
- Develop a schematic design and estimated costs for construction. This will include riser diagram showing connectivity and component locations, along with a basis of design narrative.
- Consider opportunities for cost reduction, project risks, and operational requirements to ensure the most cost-effective solution.
- Review schedule with the team on a regular basis to ensure that it aligns with the current project plan and scope of work.
- Evaluate tasks or changes that require additional resources based on schedule risk to ensure that potential delays to the schedule are mitigated early in the project.
- Participate in regular project status meetings (online or conf call). Meeting cadence is expected to be bi-weekly during this.

Phase 2: Design Development

- Develop DAS design using industry standard iBwave internal DAS modeling software for four buildings.
  - Jail
  - Superior Court, including Sheriff's Office and Old Jail
  - District Court/Administration building
  - New Administration Building
- Design a single head-end and Point of Interface (POI) based upon the optimum donor signal methodology (over-the-air BDA or direct feed repeater).
- Design passive distribution for 800 MHz, and VHF radio signals throughout each level of the identified buildings.
- Generate coverage maps of each building for each frequency band with modeled signal strength predictions in colored "heat maps". Calculations verifying designed coverage threshold across >95% of each floor's coverage area will also be proven and embedded into the depiction.
- Provide component list and bill of materials (BOM).
- Coordinate space, power, and connectivity requirements with other disciplines as required for DD level design.
- Develop specifications for RF cabling and DAS systems.
- Participate in regular project status meetings (online or conf call). Meeting cadence is expected to be bi-weekly during this phase.

Phase 3: Construction Documents

- Develop the iBwave design into detailed construction documents including:
  - Riser diagram showing elevations, locations of equipment, and vertical pathways.

    - Floor layouts showing locations of equipment and horizontal pathways.
    - Details showing the proposed locations and installation of equipment.
- Coordinate internally with other engineering and design disciplines within Stantec to mitigate any DAS design clashes with other systems or technologies within the identified buildings.
- Provide construction documents (CD) in AutoCAD and in native iBwave format upon request.
- Draft a narrative and overview of the need for the required signal reinforcement solution. This will include relevant data derived from the buildings' site surveys, discussions with the AHJ, applicable fire codes (International Fire Code and/or National Fire Protection Association) and Benton County requirements. Narrative will also include a statement regarding the transition planning and cutover strategy to minimize service interruptions.
- Provide two (2) main technical bid specifications,
    - DAS active head electronics
    - DAS cabling
- Coordinate specific requirements for contractor technical coordination with the AHJ, Benton County project staff.
- Work with County Purchasing to expand, modify, or delete content as needed.
- Participate in regular project status meetings (online or conf call). Meeting cadence is expected to be bi-weekly during this phase.

Phase 4: Bidding

- Work with Benton County procurement staff in support of the procurement process for three buildings:
    - Jail
    - Superior Court, including Sheriff's Office and Old Jail
    - District Court/Administration building
- Work with Benton County procurement to incorporate CDs into a comprehensive, performance-based, competitive bid package that meets County Purchasing standards and guidelines.
- Participate in pre-proposal conference.
- Answer questions and provide written responses to requests for information.
- Work with Benton County project team to evaluate proposals and provide written evaluations of each.
- Participate in regular project status meetings (online or conf call). Meeting cadence is expected to be bi-weekly during this phase.

Phase 5: Construction Administration

- Work with Benton County project team to manage construction of DAS system to ensure that the system is implemented as designed and meets technical/operational requirements.
- Respond to Requests for Information (RFI), permit support,
- Review any contractor requested change orders.
- Review required submittals and provide written response.
- Review contractor's test data

- Participate in final walk-through and punch with Benton County and contractor. Additional construction walk is included if desired to review and verify installation conditions at the beginning of implementation.
- Review contractor provided as-built drawings.
- Verify that the implemented system is meeting the operational and technical requirements as defined in the initial stages of the project.
- Participate in regular project team meetings (online or conf calls) to track progress during construction. Meeting cadence will depend on the construction schedule. Weekly meetings will be necessary at first to get through initial RFIs and submittals, and then bi-weekly when construction is under way.

3. Design Schedule: Our proposal is based on the attached design schedule. It is understood that this schedule will be revised and mutually agreed upon during project initiation phase.

4. Professional Fees. Stantec will provide its professional services on a Fixed Lump Sum Basis according to the following fee table. Fees for New Administration Building have been provided separately, however these fees are contingent upon all buildings being designed and implemented concurrently.

Design Phase	**Type**	**Fees**
Kickoff and Initial Analysis	FX	$ 10,300
Design Development (3 buildings)	FX	$ 28,125
Construction Documents (3 buildings)	FX	$ 31,875
Bidding (3 buildings)	FX	$ 9,150
Construction Administration (3 buildings)	FX	$ 12,900
New Admin Bldg Design Phase	**Type**	**Fees**
Design Development (New Admin Bldg only)	FX	$ 9,375
Construction Documents (New Admin Bldg only)	FX	$ 10,625
Bidding (New Admin Bldg only)	FX	$ 3,050
Construction Administration (New Admin Bldg only)	FX	$ 4,300
Consulting Fee Totals		$119,700
Estimated Reimbursable Expenses		$ 2,500

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4/13/2021
Subject:	Public Hearing – Budget Adjustment
Presenter:	Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	Jerrod MacPherson

PA Review, Approval to Form: ☐ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☒ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Department of Human Services, Fund 0108101 was awarded 4 new Grants due to COVID-19 that were not included in the 2021-2022 budget process.

- Benton County was awarded $11,768,419 from Washington State Commerce from the US Treasury for rent, utilities and By & For Agencies (C-TRAP) due to COVID-19.
- Benton County was awarded an additional $1,444,491 in Eviction Rent Assistance Program (ERAP) due to COVID-19.
- Benton County was awarded $1,571,502 from Washington State Commerce to help develop & expand shelter programs and bring unsheltered people inside with the goal of exiting participants to permanent and positive outcomes.
- Benton County was awarded $6,162,170 from the US Treasury on January 21, 2021 for rent and utilities (TRAP) due to COVID-19.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

Fiscal Impact

Fiscal Impact to the Human Services Fund, fund number 0108101 - $20,946,582.

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners approve the request for a budget adjustment for the Human Services Fund, fund number 0108101.

Suggested Motion

The Board of Benton County Commissioners hereby approve the request for a budget adjustment for the Human Services Fund, fund number 0108101, in the amount of $20,946,582.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2021-2022 HUMAN SERVICES FUND NO. 0108-101, BUDGET IN THE AMOUNT OF $20,946,582

WHEREAS, the Finance Manager has requested a budget adjustment to the Human Services Budget, Fund No. 0108-101, in the amount of $20,946,582 for expenditures associated with 4 Grants received due to COVID-19; and

WHEREAS, a public hearing was held on Tuesday April 13, 2021, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustment to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustment to the 2021-2022 Human Services Budget, Fund No. 0108-101, in the amount of $20,946,582 be approved per the attached request.

Dated this_____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor

Prepared by L.Ivey

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Human Services**	Fund Number:	**0108101**
Dept Name:	**Welfare Services**	Dept Number:	**551**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
565.120.4155	Contract Services	2,150,000	2,650,000
565.120.4509	Rentals	9,886,068	10,882,568
565.120.4701	Utilities	1,176,842	1,196,842
565.150.4155	Contract Services	1,000,000	1,315,000
565.150.4509	Rentals	4,545,953	4,770,953
565.150.4701	Utilities	616,217	641,217
565.160.4155	Contract Services	796,502	796,502
565.160.4509	Rentals	775,000	775,000
	Total Adjustment	$20,946,582	

Revenue

BARS Number	Item Name	Amount
333.21.0001	T-Rap from Commerce	11,768,419
334.04.2015	WA Dept of Commerce	1,444,491
334.04.2018	Shelter Grant Program	1,571,502
331.21.0001	T-Rap Advance	6,162,170
	Total Revenue	$20,946,582

Basis for Budget Adjustment (Attach Documentation as Appropriate):

* Benton County was awarded $11,768,419 from Washington State Commerce which came from the US Treasury for rent, utilities and By & For Agencies (C-TRAP) due to the Coronavirus Disease (COVID-19).
* Benton County was awarded an additional $1,444,491 in Eviction Rent Assistance Program (ERAP) due to the Coronavirus Disease 2019 (COVID-19).
* Benton County was awarded $1,571,502 from Washington State Commerce to help develop & expand shelter programs and bring unsheltered people inside with the goal of exiting participants to permanent and positive outcomes.
* Benton County was awarded $6,162,170 from the US Treasury on January 21, 2021 for rent and utilities (TRAP) due to the Coronavirus Disease 2019 (COVID-19). All four grants required a supplemental for they were not included in the 2021-2022 budget process.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing
☐ Denied

Review Notes: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4/13/2021
Subject:	Public Hearing - Budget Adjustment
Presenter:	Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	Jerrod MacPherson

PA Review, Approval to Form: ☐ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☒ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Benton County was awarded over $39,000,000 in the American Rescue Plan (ARP) due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).

The Award was received after the completion of the 2021-2022 budget process.

We are currently requesting a partial budget adjustment of $20,000,000 at this time.

The Award must be used by December 31, 2024.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

Fiscal Impact

Fiscal Impact to Current Expense, CARES/ARP, Department 139 is budget neutral as eligible expenditures are reimbursed. The current budget adjustment request is $20,000,000.

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners approve the request for a budget adjustment for Current Expense, fund number 0000101, CARES / ARP, Department 139.

Suggested Motion

The Board of Benton County Commissioners hereby approve the request for a budget adjustment for Current Expense, fund number 0000101, CARES / ARP, Department 139, in the amount of $20,000,000.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2021-2022 CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 139, BUDGET IN THE AMOUNT OF $20,000,000

WHEREAS, the Finance Manager has requested a budget adjustment to the Current Expense Budget, Fund No. 0000-101, Department No. 139 in the amount of $20,000,000 for expenditures associated with the American Rescue Plan (ARP) funds awarded due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, a public hearing was held on Tuesday April 13, 2021, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustment to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustment to the 2021-2022 Current Expense Budget, Fund No. 0000-101, Department No. 139, in the amount of $20,000,000 be approved per the attached request.

Dated this_____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor

Prepared by L.Ivey

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Current Expense**	Fund Number:	**0000101**
Dept Name:	**CARES / CRRSAA**	Dept Number:	**139**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
513.100.4103	Professional Services	20,000,000	20,000,000
	Total Adjustment	$20,000,000	

Revenue

BARS Number	Item Name	Amount
333.00.0000	Federal Grant CRRSAA	20,000,000
	Total Revenue	$20,000,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Benton County was awarded funds in the Coronavirus Response & Supplemental Appropriations Act (CRRSAA) due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). A Supplement is necessary as the award was not included in the 2021-2022 budget process.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4/13/2021
Subject:	Public Hearing – Budget Adjustment
Presenter:	Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	Jerrod MacPherson

PA Review, Approval to Form: ☐ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☒ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Assessor's Office and the Treasurer's Office are requesting a budget adjustment for the REET Technology Fund, fund number 0129101 in the amount of $300,000.

The request was overlooked in the 2021-2022 budget process.

1. The Spatialest, $60,000 request, is an enhancement for the software that the Assessor's office is using to provide taxpayers with information about parcels.
2. The Harris Govern Online, a $60,000 request, is an enhancement of the software that both the Assessor and the Treasurer offices are using in conjunction with the assessment and tax information and collection.
3. QLUE, $100,000 request, is Co-development and software maintenance for the Assessor's office to enhance internal processes to create more efficiency
4. ESRI, $5,000 request is Capital software. The Assessor's office will be moving from Auto CAD to Esri (arc-gis) to streamline the process of segregations, boundary line adjustments and other cadastral functions.

A Budget Supplement is requested and must be approved in a Public Hearing.

Fiscal Impact

Fiscal Impact to the REET Technology Fund, fund number 0129101 - $300,000.

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners approve the request for a budget adjustment for the REET Technology Fund, fund number 0129101.

Suggested Motion

The Board of Benton County Commissioners hereby approve the request for a budget adjustment for the REET Technology Fund, fund number 0129101, in the amount of $300,000.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2021-2022 REET TECHNOLOGY FUND NO. 0129-101, BUDGET IN THE AMOUNT OF $300,000

WHEREAS, the Finance Manager has requested a budget adjustment to the REET Technology Budget, Fund No. 0129-101, in the amount of $300,000; and

WHEREAS, a public hearing was held on Tuesday April 13, 2021, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustment to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustment to the 2021-2022 REET Technology Budget, Fund No. 0129-101, in the amount of $300,000 be approved per the attached request.

Dated this_____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor

Prepared by L.Ivey

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name: **REET Technology**	Fund Number: **0129101**
Dept Name:	Dept Number:

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
594.140.6430	Capital Software	300,000	300,000
	Total Adjustment	$300,000	

Revenue

BARS Number	Item Name	Amount
291.74.0001	Fund Balance	300,000
	Total Revenue	$300,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):

1. The Spatialest, $60,000 request, is an enhancement for the software that the Assessor's office is using to provide taxpayers with information about parcels.
2. The Harris Govern Online, a $60,000 request, is an enhancement of the software that both the Assessor and the Treasurer offices are using in conjunction with the assessment and tax information and collection.
3. QLUE, $100,000 request, is Co-development and software maintenance for the Assessor's office to enhance internal processes to create more efficiency
4. ESRI, $5,000 request is Capital software. The Assessor's office will be moving from Auto CAD to Esri (arc-gis) to streamline the process of segregations, boundary line adjustments and other cadastral functions.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4/13/2021
Subject:	Public Hearing – Budget Adjustment
Presenter:	Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	Jerrod MacPherson

PA Review, Approval to Form: ☐ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☒ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Benton County evaluated and increased building permit fees on March 16, 2021. The increase in building permit fees will bring in an additional $135,000 in revenue to fund number 0149101. In accordance with Protective Inspection Services Fund Balance Policy adopted on March 16, 2021, the department requests to move $78,418 from the Beginning Fund Balance to cover the cost of hiring a new Building Inspector I, approved by the Board of Commissioners on March 16, 2021, purchasing an additional vehicle, and other costs associated with the new employee, as well as training opportunities for the inspectors.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

Fiscal Impact

Fiscal Impact to the Protective Inspection Fund, fund number 0149101. The supplement request is partially funded by an increase in fees and partially funded by beginning fund balance for a combined total of $213,418.

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners approve the request for a budget adjustment for the Protective Inspection Fund, fund number 0149101.

Suggested Motion

The Board of Benton County Commissioners hereby approve the request for a budget adjustment for the Protective Inspection Fund, fund number 0149101, in the amount of $213,418.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2021-2022 PROTECTIVE INSPECTION FUND NO. 0149-101, BUDGET IN THE AMOUNT OF $213,418

WHEREAS, the Finance Manager has requested a budget adjustment to the Protective Inspection Fund Budget, Fund No. 0149-101, in the amount of $213,418; and

WHEREAS, a public hearing was held on Tuesday April 13, 2021, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustment to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustment to the 2021-2022 Protective Inspection Fund Budget, Fund No. 0149-101, in the amount of $213,418 be approved per the attached request.

Dated this_____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor

Prepared by L.Ivey

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Protective Inspection Services**	Fund Number:	**0149101**
Dept Name:		Dept Number:	**000**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
524.200.1200	Building Inspector I	76,080	88,080
524.200.2102	Social Security (FICA)	5,820	82,727
524.200.2103	Medical Insurance	27,262	262,008
524.200.2104	Retirement	9,784	138,822
524.200.2119	Paid Family Leaves Act	112	1,600
524.200.3101	Supplies	1,500	9,000
524.200.3201	Fuel	6,000	33,000
524.200.3501	Minor Equipment and Small Tools	400	1,400
524.200.3508	Computer Replacement	8,000	8,000
524.200.4103	Professional Services	35,000	119,817
524.200.4202	Telephone	1,200	5,200
524.200.4301	Travel	1,500	8,000
524.200.4905	Training	2,000	8,300
594.240.9503	E R & R Rental Assessment	7,760	52,192
524.200.9802	E R & R Vehicle Maintenance	1,000	11,000
594.240.6401	Capital Outlay	30,000	30,000
	Total Adjustment	$213,418	

Revenue

BARS Number	Item Name	Amount
291.74.0001	Beginning Fund Balance	78,418
322.10.0001	Building Permits	135,000
	Total Revenue	$213,418

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Benton County evaluated and increased building permit fees on March 16, 2021. The increase in building permit fees will bring in an additional $135,000 in revenue to fund number 0149101. In accordance with Protective Inspection Services Fund Balance Policy adopted on March 16, 2021, the department requests to move $78,418 from the Beginning Fund Balance to cover the cost of hiring a new Building Inspector I, which was approved by the Board on March 16, 2021, purchasing an additional vehicle, and other costs associated with the new employee, as well as training opportunities for the inspectors.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4/13/2021
Subject:	Public Hearing – Budget Adjustment
Presenter:	Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	Jerrod MacPherson

PA Review, Approval to Form: ☐ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☒ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Benton County was awarded $49,203 from the Washington Administrative Office of the Courts Coronavirus Aid, Relief, and Economic Security Act (CARES) for Security / Bailiff Services.

The Award was received after the completion of the 2021-2022 budget process.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

Fiscal Impact

Fiscal Impact to Current Expense, District Court, Department 111 is budget neutral as eligible expenditures are reimbursed. The budget adjustment request is $49,203.

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners approve the request for a budget adjustment for Current Expense, fund number 0000101, District Court, Department 111.

Suggested Motion

The Board of Benton County Commissioners hereby approve the request for a budget adjustment for Current Expense, fund number 0000101, District Court, Department 111, in the amount of $49,203.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2021-2022 CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 111, BUDGET IN THE AMOUNT OF $49,203

WHEREAS, the Finance Manager has requested a budget adjustment to the Current Expense Budget, Fund No. 0000-101, Department No. 111 in the amount of $49,203 for expenditures associated with the Washington Administrative Office of the Courts Coronavirus Aid, Relief, and Economic Security Act (CARES) Award; and

WHEREAS, a public hearing was held on Tuesday April 13, 2021, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustment to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustment to the 2021-2022 Current Expense Budget, Fund No. 0000-101, Department No. 111, in the amount of $49,203 be approved per the attached request.

Dated this_____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor

Prepared by L.Ivey

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Current Expense**	Fund Number:	**0000101**
Dept Name:	**District Court**	Dept Number:	**111**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
512.400.4103	Professional Services	49,203	268,603
	Total Adjustment	$49,203	

Revenue

BARS Number	Item Name	Amount
333.21.0193	AOC Cares Funding	49,203
	Total Revenue	$49,203

Basis for Budget Adjustment (Attach Documentation as Appropriate):
District Court applied and was awarded $49,203 from the Washington Administrative Office of the Courts Coronavirus Aid, Relief, and Economic Security Act (CARES) for use on Security / Bailiff Services.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4/13/2021
Subject:	Public Hearing – Budget Adjustment
Presenter:	Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	Jerrod MacPherson

PA Review, Approval to Form: ☐ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☒ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Per Budget Policy (Resolution 2019-753), in order to meet operational needs, the Board of Benton County Commissioners shall maintain a minimum unassigned fund balance range of 10% - 13% of the year's (in the case of Biennium, only one year) General Fund appropriated expenditures.

Any cash carry forward that would bring the General Fund in excess of the 13%, may be transferred into the following funds:

- Park Development Fund
- Capital Projects Fund
- Fairgrounds Operating Fund
- Sustainable Development Fund

A Budget Supplement of the current year's expenditures budget is necessary to complete the cash carry forward and must be approved in a Public Hearing.

Fiscal Impact

Fiscal Impact to Current Expense - $6,215,000.

- Park Development Fund - $0
- Capital Projects Fund - $6,215,000
- Sustainable Development Fund - $0
- Fairgrounds Operating Fund - $0

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners approve the request for a budget adjustment for Current Expense, fund number 0000101, Non-Departmental, Department 115.

Suggested Motion

The Board of Benton County Commissioners hereby approve the request for a budget adjustment for Current Expense, fund number 0000101, Non-Departmental, Department 115, in the amount of $6,215,000.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2021-2022 CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 115, BUDGET IN THE AMOUNT OF $6,215,000

WHEREAS, the Finance Manager has requested a budget adjustment to the Current Expense Budget, Fund No. 0000-101, Department No. 115 in the amount of $6,215,000 as allowed by the Budget Policy, Resolution 2019-753; and

WHEREAS, a public hearing was held on Tuesday April 13, 2021, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustment to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustment to the 2021-2022 Current Expense Budget, Fund No. 0000-101, Department No. 115, in the amount of $6,215,000 be approved per the attached request.

Dated this_____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor

Prepared by L.Ivey

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Current Expense**	Fund Number:	**0000-101**
Dept Name:	**Non-Departmental**	Dept Number:	**115**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
597.100.0017	Capital Projects Fund	6,215,000	6,215,000
	Total Adjustment	$6,215,000	

Revenue

BARS Number	Item Name	Amount
291.74.0001	Fund Balance	6,215,000
	Total Revenue	$6,215,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Per the Budget Policies and Procedures (Res 2019-753), any cash carry forward that would bring the Current Expense Fund 0000-101 in excess of 13% of the 2021-2022 year's operating budget (in the case of a biennium budget only one year) may be transferred. The transfer into the Capital Projects Fund is to fund ongoing and upcoming projects that are happening around the County.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 13, 2021
Subject:	Awarding the Purchase of one (1) Wanco Portable Trailer Mounted Compact Radar to National Barricade & Sign Co.
Presenter:	Cdr. Jon Law & Brian Tungesvik
Prepared By:	Lisa Small
Reviewed By:	Lt. Jon Law; Robert Blain

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Benton County Sheriff's Office (BCSO) presented before the Board of Commissioners on June 9, 2020 the need for a new portable radar speed trailer, as the current radar speed trailer is close to 15 years old. The request was to be considered in the 2021-2022 PST Budget.

The Purchasing Department solicited a total of 81 vendors who are listed on the MRSC Vendors List for the purchase of one (1) Portable Radar Trailer with the following results:

- National Barricade & Sign Co., Spokane Valley, WA - $10,450.00, not including WSST
- All Traffic Solutions, Herndon, VA - $10,490.00, including shipping but not WSST
- Traffic Safety Supply, Portland, OR - $9,095.00, not including WSST
- InterMountain Sign & Safety, Rathdrum, ID - $10,375.00 including shipping but not WSST

Representatives of BCSO reviewed the proposals and though National Barricade & Sign Co. does not appear to have the lowest proposal, BCSO believes the features and quality of the equipment quoted is in the best interest of the county based on the fact the trailer has a slim design for deployment on narrow county road shoulders; the trailer has a bright, vivid and large display for speed readouts and is easy to manage and change; Hanford sites currently utilize this same model and highly recommend it; comes with a 5 year warranty, which is 2 years longer than any of the other proposals; the company is located in Spokane Valley, WA, which is close for any maintenance or warranty work.

Fiscal Impact

This purchase was approved to be paid out of PST Funds, Dept 121, Capital Outlay/Vehicles during the 2021-2022 budget process.

Recommendation

Approve the attached Resolution awarding the purchase of one (1) Wanco Portable Trailer Mounted Compact Radar to National Barricade & Sign Co., Spokane Valley, WA in an amount not to exceed $10,450.00 plus WSST.

Suggested Motion

The Board of Benton County Commissioners concurs with the recommendation and hereby awards the purchase of one (1) Wanco Portable Trailer Mounted Compact Radar to National Barricade & Sign Co., Spokane Valley, WA for reasons mentioned above for an amount not to exceed $10,450.00, plus WSST.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE OF ONE (1) WANCO PORTABLE TRAILER MOUNTED COMPACT RADAR TO NATIONAL BARRICADE & SIGN CO. FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office (BCSO) currently has a radar speed trailer that is close to 15 years old and is in need of replacement; and

WHEREAS, a portable radar speed trailer visually displays drivers' real-time speeds compared to the posted speed limit, which promotes traffic safety by controlling speeding in a way that is informative but not intimidating to the driver. Speed trailers are an excellent choice for law enforcement to control traffic speeds without requiring the presence of a deputy, educates the public, and helps to maintain safe public roadways; and

WHEREAS, per Resolution 2021-233, the County-wide Procurement, Leasing, and Contracting Policy allows for purchases between $10,000 and $50,000 to be solicited from the MRSC vendor's list; and

WHEREAS, the Purchasing Department solicited a total of 81 vendors who are listed on the MRSC Vendors List under main-category – Electrical Equipment, General Goods, Roadway Supplies and sub-category – Electrical and Lighted Signs, Safety Products, Traffic Signal Supplies for the purchase of one (1) Portable Radar Trailer with the following results:

- National Barricade & Sign Co., Spokane Valley, WA - $10,450.00, not including WSST
- All Traffic Solutions, Herndon, VA - $10,490.00, including shipping but not WSST
- Traffic Safety Supply, Portland, OR - $9,095.00, not including WSST
- InterMountain Sign & Safety, Rathdrum, ID - $10,375.00 including shipping but not WSST

WHEREAS, representatives of BCSO reviewed the proposals and though National Barricade & Sign Co. does not appear have the lowest proposal, BCSO believes the features and quality of the equipment quoted is in the best interest of the county based on the fact the trailer has a slim design for deployment on narrow county road shoulders; the trailer has a bright, vivid and large display for speed readouts and is easy to manage and change; Hanford sites utilize this same model and highly recommend it; comes with a 5 year warranty, which is 2 years longer than any of the other proposals; the company is located in Spokane Valley, WA, which is close for any maintenance or warranty work; and

WHEREAS, based on the above-mentioned facts, the BCSO recommends awarding the purchase of one (1) Portable Radar Trailer to National Barricade & Sign Co., Spokane Valley, WA in the amount of $10,450.00 plus WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the recommendation and hereby awards the purchase of one (1) Wanco Portable Trailer Mounted Compact Radar to National Barricade & Sign Co., Spokane Valley, WA for reasons mentioned above for an amount not to exceed $10,450.00, plus WSST.

Dated this _____day of _____, 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

Attest.....
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCSO
cc: Auditor, Purchase file, Purchasing Dept.

Prepared by: L. Small

National Barricade & Sign Co.

6602 E. MAIN AVE.
SPOKANE VALLEY, WA 99212-0833

(509) 534-2619 phone
(509) 534-2610 fax

Estimate

Date	Estimate #
3/23/2021	6979 - E

Name / Address

CASH SALE (TAXABLE)
Benton County Sheriff's Office
7122 W. Okanogan Place, Bldg. B
Kennewick, Washington 99336
509-735-6555 Ext 3145

Ship To

Rep	PROJECT	PO #	FOB	Contact
MG		RADAR QUOTE		BRIAN TUNGESVIK

Qty	Description	Rate	Total
1	WANCO PORTABLE TRAILER MOUNTED COMPACT RADAR TRAILER-WITH RED AND BLUE STROBE LIGHTS OVER SPEED 26" DISPLAY-BIGGEST IN THE INDUSTRY	8,250.00	8,250.00T
1	OPTIONAL DATA COLLECTION WITH HARDWARE AND SOFTWARE INCLUDES SHIPPING	2,200.00	2,200.00T
	5 YEAR WARRANTY ON ELECTRONICS AND BATTERIES		

CUSTOMER IS RESPONSIBLE FOR ACCURACY OF PRODUCT(S) QUOTED INCLUDING QUANTITY, SIZE AND DESCRIPTION.

Thank you for the opportunity to quote.

Shipment is 2-3 weeks AFTER receipt of order, drawing approval, or credit approval. Prices are valid for 30 days.

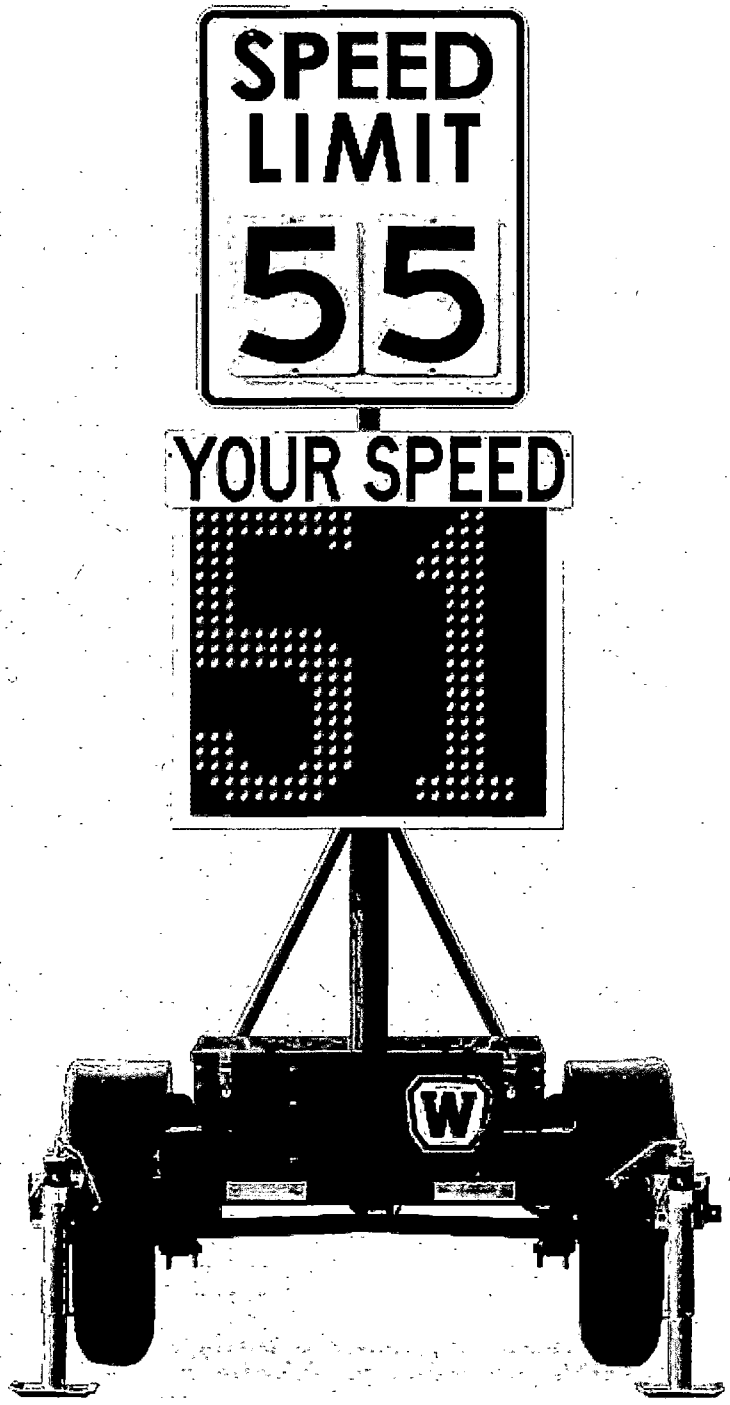
SALES@NATBARR.NET

WWW.NATIONALBARRICADEANDSIGN.COM

Subtotal	**$10,450.00**
Sales Tax (8.9%)	**$930.05**
Total	**$11,380.05**

BIGGER DISPLAY
SUPERIOR VISIBILITY

Radar-Speed Trailer
with Large Full-Matrix Display



WANCO® Driving traffic safety.

800-972-0755
www.wanco.com

US and international radar-speed signs for neighborhoods and highways

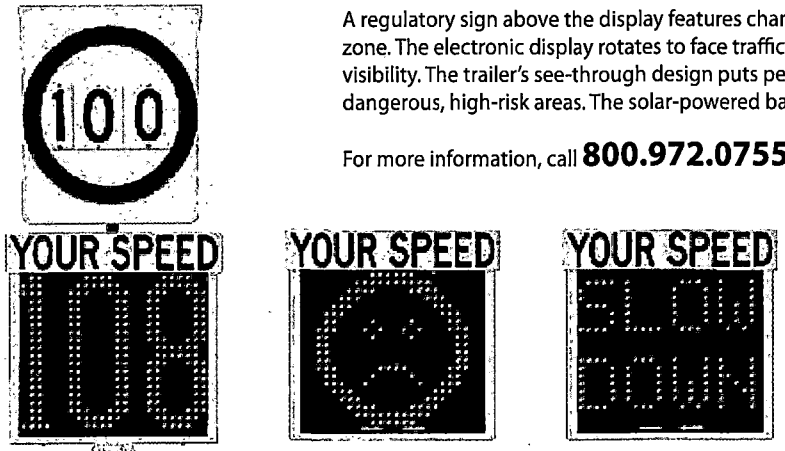
- Extra-large full-matrix display
- Selectable speed setting
- Streamlined see-through design
- Regulatory speed-limit sign
- Battery powered & solar charging

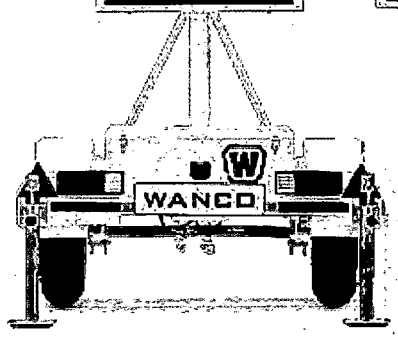
Wanco's new speed display is the largest portable speed sign available today. Visible over a standard Jersey barrier traffic divider, the giant display shows motorists' speed in 26-inch characters, flashing when a vehicle exceeds the user-set speed limit.

The selectable overspeed message flashes SLOW DOWN or a frowning face symbol, together with flashing red-and-blue "police" lights. Factory-configured units show motorists' speed in mph (one or two digits) or km/h (up to three digits).

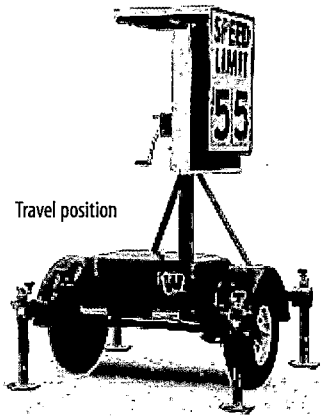
A regulatory sign above the display features changeable speed-limit numbers for easy setup in any speed zone. The electronic display rotates to face traffic and includes visors and shades that produce superior visibility. The trailer's see-through design puts pedestrians in view, improving their safety—particularly in dangerous, high-risk areas. The solar-powered battery-charging system provides longer run times.

For more information, call **800.972.0755** or visit **wanco.com**.





International model



Travel position

Trailer

Length without drawbar	55 in.	(140cm)
Width	60 in.	(152cm)
Operating height	122 in.	(310cm)
Height to bottom of display	49 in.	(124cm)
Height to bottom of sign	87 in.	(220cm)
Traveling height	90 in.	(229cm)
Weight, approx.	870 lbs.	(395kg)

Signs

Electronic display	36 x 36 in. (91 x 91cm) full-matrix display, 26-inch characters
Regulatory sign	20 x 24, 30 x 36 or 36 x 48 in., changeable speed-limit characters

Power

Two 6 V dc batteries wired for 12-volt power, with solar-panel charging system; a four-battery configuration is optional

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WANCO INC.
5870 Tennyson Street
Arvada, Colorado 80003
800-972-0755
303-427-5700
303-427-5725 fax
www.wanco.com

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	13 April 2021
Subject:	Contract with Gordon Thomas Honeywell Government Affairs
Presenters:	Adam J. Fyall
Prepared By:	Shyanne Palmus & Adam J. Fyall
Reviewed By:	Matt Rasmussen & Adam J. Fyall

PA Review, Approval to Form: ☐ Yes ☒ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolutions
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contracts

Summary

Staff is presenting, for the Board's consideration, a new contract with Gordon Thomas Honeywell Government Affairs (GTH) for [up to] the remainder of the 2021 calendar year for federal lobbying services (Washington DC).

Background & Assessment

Benton County has had annual contracts with GTH for lobbying services at the *state* level (Washington State Legislature and state agencies) for several years. We work with a small team in Olympia who, in addition to lobbying, provide regular updates of legislative affairs, facilitate meetings with legislators and key state government staff, advise on matters of policy, and other things. It has been the consensus around the Administration office that this relationship has been a good investment for Benton County.

GTH also has a separate *federal* division that operates in Washington DC doing similar work but on the congressional and federal agency level. With the return of "earmarks" to federal budgeting and a renewed commitment to infrastructure, social programs/facilities, and other sorts of federal spending, it might be useful to Benton County to have hired help in DC to assist with funding support for big ticket items such as the Three Rivers Behavior Health Recovery Center and the Benton-Franklin Juvenile Justice At-Risk Youth Services Center.

The attached contract for Board consideration is the standard GTH contract, with Attachment "A" describing the work specific to Benton County for the balance of 2021. Administration staff recommends moving forward with the contract. At the end of the year, we can assess the value of the work and to what extent it helped us to meet our goals. Gordon Thomas Honeywell has already signed the contract.

The contract *has not* been approved for form by the Prosecutor. Legal counsel notes that while the Legislature has authorized non-charter counties like Benton County to expend public funds on expenses related to certain types of lobbying activities to influence the Washington State Legislature, no specific similar authorization has been granted with respect to lobbying Congress. To that point, our contacts at GTH note that they have numerous non-charter county clients and have never had problems related to this concern nor heard such

concerns. GTH has four other county clients in Washington state with federal lobbying contracts – Pierce, Skagit, Snohomish, and Yakima – and two of those – Skagit and Yakima – are non-charter counties like we are. The proposed Benton contract is identical to the Yakima contract, and Yakima County has had a contract with GTH in place for the past three years. Mr. Fyall checked with both Skagit and Yakima counties to see if they have had issues like what has been raised in our office and each said they had not and that questions about the legality of federal lobbying have never been raised.

Legal counsel will be sending separate communication to Commissioners before the meeting further and specifically outlining concerns.

Fiscal Impact

The fee is $6,000.00 per month for a grand total of $54,000.00 for the life of the contract, to be paid from the Capital budget.

Recommendations

Administration staff has negotiated a contract with GTH that is in the same format as GTH's contracts with other non-charter counties in Washington. *Staff believes hiring GTH for federal lobbying services has a good chance of helping us achieve our goals for 2021 and recommends signing the contract*.

Prosecutor staff has reservations about non-charter counties like Benton County being able to engage in federal level lobbying, and as such *has not approved the contract for form*.

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A CONSULTING AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS FOR FEDERAL GOVERNMENTAL AFFAIRS CONSULTANT SERVICES

WHEREAS, Benton County has previously contracted with Gordon Thomas Honeywell Governmental Affairs, per Resolutions 2017-046, 2017-857, 2018-868, 2019-819, and 2020-490, for Washington state governmental affairs services that support the general governmental services of the County, periodic legislative reports, and advising on legislative issues; and

WHEREAS, Benton County wishes to contract with Gordon Thomas Honeywell Governmental Affairs for federal-level consultant services, including any reports and/or advising on federal legislative policy issues and funding opportunities that promote high-priority County projects, for the duration of 2021; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the attached Consulting Agreement with Gordon Thomas Honeywell Governmental Affairs for federal governmental affairs services for the duration of 2021 and hereby authorizes the Board to sign the Consulting Agreement; and

BE IT FURTHER RESOLVED, Gordon Thomas Honeywell Governmental Affairs will bill the County in the monthly amount of $6,000 for a total contract amount not to exceed $54,000 and that this agreement shall commence April 1, 2021 and terminate on December 31, 2021.

Dated this 13th day of April, 2021

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; Gordon Thomas Honeywell S. Palmus

BENTON COUNTY
CONSULTING AGREEMENT

This Agreement is entered into by and between Benton County and Gordon Thomas Honeywell Governmental Affairs (hereinafter referred to as "Consultant"), upon the following terms and conditions:

A. Scope of Work. Consultant will advise and assist the Benton County in accordance with Consultant's Scope of Work, described in Attachment "A" hereto and incorporated herein, and Consultant will do and produce such other things as are set forth in the Scope of Work (the "Services"). Consultant's Services will be in compliance with applicable laws, regulations, rules, orders, licenses and permits, now or hereinafter in effect, and Consultant shall furnish such documents as may be required to effect or evidence such compliance.

B. Compensation; Expenses. Benton County will pay Consultant for satisfactorily rendered Services in accordance with the specific terms set forth in Attachment "A."

C. Invoices; Payment. Consultant will furnish Benton County invoices at regular intervals, as set forth in Attachment "A."

D. Term. Consultant shall promptly begin the Services hereunder on the date set forth in Attachment "A" and shall terminate same on the date set forth in Attachment "A," unless earlier terminated by mutual agreement. Benton County or consultant may terminate consultant services for convenience at any time prior to the termination date set forth in Attachment A, provided that either party provides 30-days notice.

E. Ownership of Work Product. The product of all work performed under this agreement, including reports, and other related materials shall be the property of Benton County or its nominees, and Benton County or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

G. Independent Contractor. Consultant is an independent contractor and nothing contained herein shall be deemed to make Consultant an employee of Benton County, or to empower consultant to bind or obligate Benton County in any way. Consultant is solely responsible for paying all of Consultant's own tax obligations, as well as those due for any employee/subcontractor permitted to work for Consultant hereunder.

H. Release of Claims; Indemnity. Consultant hereby releases, and shall defend, indemnify and hold harmless Benton County from and against all claims, liabilities, damages and costs arising directly or indirectly out of, or related to, Consultant's fault, negligence, strict liability or produce liability of Consultant, and/or that of any permitted employee or subcontract or Consultant, pertaining to the Services hereunder.

I. Assignment. Consultant's rights and obligations hereunder shall not be assigned or transferred without Benton County's prior written consent; subject thereto, this Agreement shall be binding upon and inure to the benefit of the parties' heirs, and successors.

J. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Washington, U.S.A. (excluding conflict of laws provisions). If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction hereover (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof. **The parties agree that any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Benton County, Washington.**

K. Arbitration. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event such dispute cannot be resolved by agreement of the parties, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); venue shall be placed Benton County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

L. Entire Agreement; Etc. This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any provision hereof which may be reasonably deemed to survive the expiration or termination of this Agreement shall so survive, and remain in continuing effect. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

M. Nondiscrimination. The Consultant agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The Consultant and any subcontractors shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

N. Liability insurance. Commercial General Liability insurance at a limit of liability not less than $1,000,000 Each Occurrence, and $5,000,000 General Aggregate per project. Insurance shall be written on ISO occurrence form CG 00 01 or an alternate form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limiting Products Completed, Operations, or Contractual Liability Cross Liability. Benton County, its officers, employees, agents, and volunteers shall be named as Additional Insureds under the coverage with respect to the work performed under this agreement. Such insurance shall provide that Benton County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary

Additional Insureds. Business Automobile Liability insurance at a combined single limit of liability for bodily injury and property damage not less than $1,000,000 Each Occurrence covering all Owned, Non-owned, Hired, and leased automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equal or broader liability coverage. In the event the Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If necessary, the policy shall be endorsed to provide contractual liability coverage.

O. Verification of Coverage. Prior to execution of this agreement, Consultant shall furnish the County with original Certificates of Insurance and a copy of any amendatory endorsement, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.

P. Debarment Certification: The Consultant, by signature to this Contract, certifies the Consultant, its Principles and any Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Consultant also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Consultant shall immediately notify the County if, during the term of this Contract, the Consultant, its Principles or Subcontractors becomes debarred. The County may immediately terminate this Contract by providing the Consultant written notice if the Consultant becomes debarred during the term of this Contract.

Q. Consultants' Waiver of Employer's Immunity under Title 51 RCW: The Consultant indents that its obligations to indemnify, defend, and hold harmless employee contributions set forth above in sections 4 and following section 9, shall operate with full effect regardless of any provision contrary tin Title 51 RCW, Washington Industrial Insurance Act. Accordingly, the Consultant specifically assumes all potential liability for defense and payment of judgement in all actions brought to employees of the Consultant against the County and its officers, employees, and volunteers, and for the purposes of enforcing the Consultant's obligations to indemnify, defend, and hold harmless set forth above in section 4, the Consultant, specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Consultant shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

Dated: _____

BENTON COUNTY
BOARD OF COMMISSIONERS

Jerome Delvin, Chairman

Shon Small, Chairman Pro-Tem

Will McKay, Member

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

Attest: _____
Clerk of the Board

Approved as to Form

Ryan Brown
Chief Civil Deputy Prosecuting Attorney

Dated: 3-16-21

GORDON THOMAS HONEYWELL
GOVERNMENTAL AFFAIRS

Signature

Dale Learn
Printed Name

Managing Partner, Federal
Title

ATTACHMENT "A" TO
BENTON COUNTY CONSULTING AGREEMENT

A. Scope of Work: Consultant shall provide Benton County with the following federal governmental affairs services:

- Identify, develop, track, and lobby on federal policy and funding that promote high priority projects within the County.

- Initial requests for federal funding will likely focus on projects related to justice, public health, economic development, and surface transportation. These will likely include securing federal funding for the Three Rivers Behavioral Health Recovery Center, for the Benton-Franklin Juvenile Justice At-Risk Youth Services Center, as well as for a designated set of agreed upon surface transportation projects.

- Possible federal funding opportunities for these projects could include congressionally designated spending in the annual appropriations process or in a federal infrastructure package ("earmarks"), or through other programs in federal legislation and federal grants.

- Directly lobby the Washington State Congressional delegation and other federal decision makers, including those in the Administration and appropriate agencies, as necessary to pursue federal funding for the County's mutually agreed upon projects.

- Work as a liaison between Benton County and federal officials, Members of Congress, congressional staff, and Administration representatives to support issues and projects important to the County.

- Advise and cultivate strategies for Benton County officials, local community leaders, and business leaders to support the requests to the Administration and Congress.

- Provide and communicate with Benton County on no fewer than monthly reports and updates on accomplishments, status, and progress.

B. Compensation/Expenses: Benton County shall pay Consultant a monthly fee of $6,000 for the services listed above., for a total contract amount not to exceed $54,000.00.

C. Invoices/Payments: (a) Consultant shall furnish Benton County with invoices for services performed on a monthly basis, and (b) Benton County shall pay each of Consultant's invoices within thirty (30) days after Benton County's receipt and verification of invoice.

D. Term of Agreement: Consultant's services shall commence on April 1, 2021, and end on December 31, 2021.